

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487364

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Resverlogix Corp.		05/04/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Third Eye Capital Corporation		
Street Address:	161 Bay Stret, Suite 3930		
Internal Address:	Brookfield Place, TD Canada Trust Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4072774	RESVERLOGIX	
CORRESPONDENCE DATA			
Fax Number:	6176468646		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-646-8000		
Email:	drwtrademarks@wolfgreenfield.com		
Correspondent Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	G0357.40002US00		
DOMESTIC REPRESENTATIVE			
Name:	Douglas R. Wolf		
Address Line 1:	600 Atlantic Avenue		
Address Line 2:	Wolf, Greenfield & Sacks, P.C.		
Address Line 4:	Boston, MASSACHUSETTS 02210		
NAME OF SUBMITTER:	Douglas R. Wolf		

OP \$40.00 4072774

SIGNATURE:	/drw/
DATE SIGNED:	08/24/2018
Total Attachments: 4 source=G0357.40002US00 - Security Agreement#page1.tif source=G0357.40002US00 - Security Agreement#page2.tif source=G0357.40002US00 - Security Agreement#page3.tif source=G0357.40002US00 - Security Agreement#page4.tif	

CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT (dated as of May 4, 2018 (as amended, restated, supplemented or otherwise modified from time to time, this **Agreement**), granted by RESVERLOGIX CORP. (including its successors and permitted assigns, the **Grantor**) in favour of Third Eye Capital Corporation, herein acting as administrative agent and collateral agent for itself and on behalf of the other present and future Secured Creditors (as such term is defined in the Security Agreement referred to below) (in such capacity, together with any successor agent, the **Agent**).

Reference is made to that certain loan agreement entered into on the date hereof (the **Loan Agreement**) by and between, among others, the Grantor, as borrower, certain affiliates of the Grantor, as guarantors, the parties named therein from time to time as Lenders (the **Lenders**), and the Agent. This Agreement supplements that certain Canadian Security Agreement, entered into on the date hereof (the **Security Agreement**) between the Grantor and the Agent. The Intellectual Property Collateral described in this Agreement is also part of the Collateral described in the Security Agreement.

ACCORDINGLY, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby makes the following covenants, agreements, representations and warranties for the benefit and security of Agent and the Secured Creditors:

1. Defined Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for itself and the ratable benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all Intellectual Property (as defined in the Security Agreement) including, without limitation, the Intellectual Property listed on Schedule 1 annexed hereto, together with any renewals thereof, and all of the goodwill of the business connected with the use of, and symbolized by, such Intellectual Property whether now owned or existing or hereafter created or acquired (collectively, the "**Intellectual Property Collateral**").

3. Credit Agreement and Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Credit Agreement and the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. Miscellaneous. This Agreement may be executed in counterparts and each shall be effective as an original, and a facsimile or PDF of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement. All representations, warranties and covenants of Grantor contained herein shall survive the execution and delivery of this Agreement and shall terminate only upon the full payment and satisfaction by Grantor of the Obligations and the termination of the Credit Agreement and the Security Agreement. This Agreement is a Security Document and a Loan Document within the definition of "Security Document" and "Loan Document", respectively, in the Credit Agreement.

5. Governing Law. This Agreement shall, except to the extent that federal law or laws of another province apply to the Intellectual Property or any part thereof, be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein applied to contracts to be performed wholly within the Province of Ontario.

TRADEMARK


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6. Recordation. The Grantor authorizes the commissioner, registrar or any other applicable government officer of the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office and any similar or equivalent office in any other jurisdiction to record this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Grantor executes this Agreement as of the date first above written.

RESVERLOGIX CORP.

By: 
Name: Brad Cann
Title: Chief Financial Officer

**SCHEDULE 1 TO
CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Trademarks of Grantor:

Trademark Registration No.	Trademark	Country	Assignment/Ownership of Company
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4,072,774	RESVERLOGIX	U.S.A.	Resverlogix Corp. 300, 4820 Richard Road SW Calgary, AB T3E 6L1
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