

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM493437

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Loopio Inc.		10/05/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	260 East Beaver Creek Road		
Internal Address:	Suite 201		
City:	Richmond Hill, Ontario		
State/Country:	CANADA		
Postal Code:	L4B 3M3		
Entity Type:	Bank/Canada: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5253559	LOOPIO	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<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:	215-656-3381		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP GROUP OF DLA PIPER LLP (US)		
Address Line 1:	ONE LIBERTY PLACE		
Address Line 2:	1650 MARKET ST. SUITE 4900		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	William L. BArtow		
SIGNATURE:	/WilliamLBartow/		
DATE SIGNED:	10/10/2018		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

5 This Intellectual Property Security Agreement (this "Agreement") is entered into as of October 5, 2018 by and between **ROYAL BANK OF CANADA** ("RBC") and **LOOPIO INC.**, a corporation incorporated under the laws of Canada, with its principal place of business located at 310 Spadina Avenue, Suite 600, Toronto, Ontario M5T 2E8 (the "Debtor").

RECITALS

A. WHEREAS, RBC has agreed to make certain advances of money and to extend certain financial accommodations (the "Loans") to the Debtor in the amounts and manner set forth in that certain Credit Agreement between RBC and the Debtor dated September 24, 2018 (as the same may be amended, modified or supplemented from time to time, the "Credit Agreement"; capitalized terms used herein are used as defined in the Credit Agreement).

B. WHEREAS, RBC is willing to make the Credit Facilities available to Debtor, but only upon the condition, among others, that the Debtor shall grant to RBC a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of the Debtor to RBC.

D. WHEREAS, the Debtor has entered into that certain General Security Agreement dated April 14, 2016 (as same may be amended, modified or supplemented from time to time, the "Security Agreement"), pursuant to which the Debtor has granted to RBC a security interest in all of the Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Debtor's obligations to RBC, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Debtor's obligations to RBC, the Debtor grants and pledges to RBC a security interest in all of the Debtor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to the Debtor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of the Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto, but excluding, where applicable, any intent-to-use trademark applications until such time, if any, as a "Statement of Use" or "Amendment to Allege Use" with respect to such trademark applications is filed and accepted (collectively, the "Trademarks");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. The Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, and any other foreign or domestic government officials or agencies to record and register this Agreement upon request by RBC.

3. Authorization. The Debtor hereby authorizes RBC to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Debtor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral. Debtor hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at the Debtor's expense, as may be reasonably necessary to effect the grant of the security interest in the Intellectual Property Collateral contemplated hereby.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of RBC with respect to the Intellectual Property Collateral are as provided by the Credit Agreement and related documents, including, but not limited to, the Security Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Severability. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Agreement shall remain in full force and effect.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

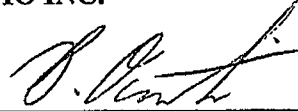
[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

DEBTOR:

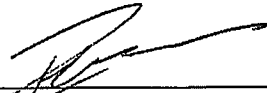
LOOPIO INC.

Per:



Name: Jafar Owainati

Title: Chief Operating Officer



Name: Zakir Hemraj

Title: Chief Executive Officer

We have authority to bind the Debtor

RBC:

ROYAL BANK OF CANADA

Per:

Name:

Title:

I have authority to bind RBC

DEBTOR:

LOOPIO INC.

Per:

Name: Jafar Owainati
Title: Chief Operating Officer

Name: Zakir Hemraj
Title:

We have authority to bind the Debtor

RBC:

ROYAL BANK OF CANADA

Per:



Name: Nazarin Mahmoodian
Title: Senior Account Manager

I have authority to bind RBC

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

EXHIBIT C

Trademarks

Owner	Country	Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
Loopio Inc.	US	LOOPIO	86678222	6/29/2015	5253559	8/1/2017	Registered

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date