

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489999

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Beanworks Solutions Inc.		08/30/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M4W 3E2		
<b>Entity Type:</b>	Company: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87927703	BEANWORKS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657048		
<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>			
<b>Phone:</b>	4168657152		
<b>Email:</b>	sharon.groom@mcmillan.ca		
<b>Correspondent Name:</b>	Sharon Groom		
<b>Address Line 1:</b>	181 Bay Street, Suite 4400		
<b>Address Line 4:</b>	Toronto, CANADA M5J 2T3		
<b>NAME OF SUBMITTER:</b>	Sharon Groom		
<b>SIGNATURE:</b>	/Sharon Groom/		
<b>DATE SIGNED:</b>	09/14/2018		
<b>Total Attachments: 5</b>			
source=IP Security Agreement from Beanworks Solutions Inc. to Comerica Bank#page1.tif			
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OP \$40.00 87927703

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of August 30, 2018, between **BEANWORKS SOLUTIONS INC.**, a corporation existing under the *Business Corporations Act* (British Columbia) ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

### RECITALS

A. Bank has or will enter into certain financial accommodations with Grantor pursuant to a Loan Agreement made as of the date hereof, between Bank and Grantor, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain General Security Agreement dated as of even date herewith between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement. All terms used without definition in this Agreement or in the Security Agreement shall have the meaning assigned to them in the California Uniform Commercial Code.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Security Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Security Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

[Remainder of Page Intentionally Left Blank]


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

Beanworks Solutions Inc.  
300 - 311 West Pender Street  
Vancouver, British Columbia V6B 1T3  
Attn: \_\_\_\_\_

Grantor:

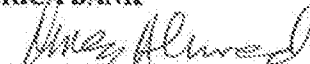
**BEANWORKS SOLUTIONS INC.**, a company  
existing under the *Business Corporations Act* (British  
Columbia)

By:   
Name: Catherine Dahl  
Title: Chief Executive Officer

Address:

Comerica Bank  
Suite 2210, South Tower  
Royal Bank Plaza, P.O. Box 61  
Toronto, Ontario M4W 3E2  
Attn: Dave Samra  
Fax: (416) 367-2460

Bank:

**COMERICA BANK**  
By:   
Name: OMER AHMED  
Title: VP

[Signature Page to Intellectual Property Security Agreement]

**EXHIBIT A**

**Copyrights**

Nil.

EXHIBIT A

**EXHIBIT B**

**Patents**

Nil.

EXHIBIT B

**EXHIBIT C**

**Trademarks**

<b>Owner</b>	<b>Trade-mark</b>	<b>Serial/Registration No.</b>
Beanworks Solutions Inc.	BEANWORKS	87927703

EXHIBIT C

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**RECORDED: 09/14/2018**

**TRADEMARK  
REEL: 006467 FRAME: 0200**