

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509309

| | | | |
|---|---|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Optessa Inc. | | 01/30/2019 | a corporation existing under the Business Corporations Act (Alberta): CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 200 Bay Street, Suite 2210, South Tower | | |
| Internal Address: | Royal Bank Plaza, P.O. Box 61 | | |
| City: | Toronto, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M4W 3E2 | | |
| Entity Type: | a Texas banking association and authorized foreign bank under the Bank Act (Canada): CANADA | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3482539 | OPTESSA | |
| Registration Number: | 3424767 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 7349302488 | | |
| Email: | ipfilings@bodmanlaw.com | | |
| Correspondent Name: | Susan M. Kornfield - Bodman PLC | | |
| Address Line 1: | 201 South Division | | |
| Address Line 2: | Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | SUSAN M. KORNFIELD | | |
| SIGNATURE: | /susan m. kornfield/ | | |
| DATE SIGNED: | 02/08/2019 | | |
| Total Attachments: 5 | | | |

OP \$65.00 3482539

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of January 30, 2019, between **OPTESSA INC.**, a corporation existing under the *Business Corporations Act* (Alberta) ("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 and Optessa USA Inc., a New Jersey corporation ("U.S. Borrower"), pursuant to a Loan Agreement made as of January 30, 2019, among Bank, Grantor and U.S. Borrower, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain Security Agreement dated as of January 30, 2019 between Grantor and Bank, as it may be amended, restated, replaced or supplemented from time to time ("Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the 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 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 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:

5555 Calgary Trail NW Suite 1045
Edmonton, Alberta T6H 5P9
Attn: _____
Fax: (780) 485-0944

Grantor:

OPTESSA INC., a company existing under the
Business Corporations Act (Alberta)

By: E. Ashok

Name: Ashok Erramilli

Title: Chief Executive Officer

Address:

Comerica Bank
200 Bay Street
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: Imad Ahmed

Name: IMR AHMED

Title: VP

Comerica Bank
M/C 7578
39200 Six Mile Road
Livonia, MI 48152
Attention: Commercial Loan Documentation

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None

EXHIBIT A

EXHIBIT B

Patents

None

EXHIBIT B

EXHIBIT C

CANADIAN TRADEMARKS

| No. | Owner | Trademark | Application No. | Registration No. |
|-----|--------------|--|-----------------|------------------|
| 1. | Optessa Inc. | OPTESSA | 1314469 | TMA710154 |
| 2. | Optessa Inc. | horizontal line attached to circle repeated 3 times ending with line | 1315765 | TMA710155 |

U.S. TRADEMARKS

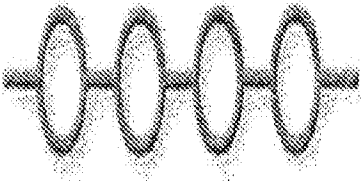
| Mark | App. No. | Filing Date | Reg. No. | Reg. Date | Owner |
|--|-----------|-------------|-----------|-----------|---------------------------------------|
| OPTESSA | 78/960931 | 8/25/06 | 3,482,539 | 8/5/08 | Optessa Inc. (a Canadian corporation) |
|  | 78/969912 | 9/8/06 | 3,424,767 | 5/6/08 | Optessa Inc. (a Canadian corporation) |

EXHIBIT C