

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523535

<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>
DARWINAI CORP.		04/30/2019	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	200 Bay Street, Suite 2210, South Tower, Royal Bank Plaza, PO Box 61		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88156818	GENERATIVE SYNTHESIS	
<b>Serial Number:</b>	87828296	DARWINAI	
<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>	MCMILLAN LLP		
<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>	/SEG/		
<b>DATE SIGNED:</b>	05/14/2019		
<b>Total Attachments: 5</b>			
source=EXECUTED - Intellectual Property Security Agreement (DarwinAI)#page1.tif			
source=EXECUTED - Intellectual Property Security Agreement (DarwinAI)#page2.tif			
source=EXECUTED - Intellectual Property Security Agreement (DarwinAI)#page3.tif			
source=EXECUTED - Intellectual Property Security Agreement (DarwinAI)#page4.tif			
source=EXECUTED - Intellectual Property Security Agreement (DarwinAI)#page5.tif			

OP \$65.00 88156818

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 30, 2019 (as the same may from time to time be amended, restated, modified or supplemented, this “**Agreement**”) by and between **COMERICA BANK** (“**Bank**”) and **DARWINAI CORP.**, a company organized under laws of Canada (“**Grantor**”).

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor made as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented, the “**Loan Agreement**”).

**B.** Pursuant to the terms of that certain Security Agreement dated as of the date hereof by Grantor in favor of Bank (as as the same may from time to time be amended, restated, modified or supplemented, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise.

**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 when due of its obligations under the Guaranty and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, 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 Loan Agreement, the Security Agreement and related 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 Loan Agreement or the Security Agreement, 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 Loan Agreement, the Security Agreement or any of the other related 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.

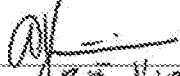
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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.

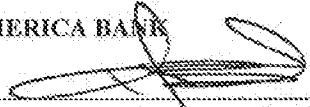
GRANTOR:

DARWINAI CORP.

By:   
Name: ART VIEW  
Title: COO

BANK:

COMERICA BANK

By:   
Name: KUMAR RAJ  
Title: V.P.

**EXHIBIT A**

**Copyrights**

None.

**EXHIBIT B**

**Patents**

None.

**EXHIBIT C**

**Trademarks**

**CANADIAN TRADEMARKS**

<b>Owner</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Registration No.</b>
DarwinAI Corp.	DARWINAI	1887345	

**UNITED STATES TRADE-MARKS**

<b>Owner</b>	<b>Trade-mark</b>	<b>Serial/ Registration No.</b>
DarwinAI Corp.	GENERATIVE SYNTHESIS	88156818
DarwinAI Corp.	DARWINAI	87828296