

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM533360

<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>
Fulcrum Management Solutions Ltd.		07/18/2019	a corporation existing under the Business Corporations Act (British Columbia): CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	39200 Six Mile Road		
<b>Internal Address:</b>	National Documentation Services, M/C 7578		
<b>City:</b>	Livonia		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	a Texas banking association and authorized foreign bank under the Bank Act (Canada): CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5087020	THOUGHTEXCHANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	7349302488		
<b>Email:</b>	ipfilings@bodmanlaw.com		
<b>Correspondent Name:</b>	Susan M. Kornfield - Bodman PLC		
<b>Address Line 1:</b>	201 South Division		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	Ann Arbor, MICHIGAN 48104		
<b>NAME OF SUBMITTER:</b>	SUSAN M. KORNFIELD		
<b>SIGNATURE:</b>	/susan m. kornfield/		
<b>DATE SIGNED:</b>	07/24/2019		
<b>Total Attachments: 5</b>			
source=Fulcrum IPSA#page1.tif			
source=Fulcrum IPSA#page2.tif			

OP \$40.00 5087020

source=Fulcrum IPSA#page3.tif

source=Fulcrum IPSA#page4.tif

source=Fulcrum IPSA#page5.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(Fulcrum Ltd.)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of July 18, 2019, between **FULCRUM MANAGEMENT SOLUTIONS LTD.**, 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 July 18, 2019, 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 June \_\_\_, 2019, 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 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 have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Debtor:

Suite E  
1990 Columbia Avenue,  
Rossland, BC V0G 1Y0

DEBTOR:

FULCRUM MANAGEMENT SOLUTIONS LTD.

By: 

Name: Joe Baker

Title: VP Corporate Development

Address of Secured Party:

Comerica Bank  
M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

SECURED PARTY:

COMERICA BANK

By: 

Name: OMER AHMED

Title: VP

With a copy to:

Comerica Bank  
Suite 2210, South Tower  
Royal Plaza Bank, P.O. Box 61  
Toronto, Ontario M4A 3E2  
Attn: Dave Samra  
Fax: 416-367-2466

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK

REEL: 006701 FRAME: 0832

**EXHIBIT A**

**Copyrights**

None.

EXHIBIT A

**EXHIBIT B**

**Patents**

Title	App. No.	Filing Date	Patent No.	Granted Date
Processing qualitative responses and visualization generation	15/21682 8	7/22/16	n/a	n/a
Processing qualitative responses	15/06630 3	3/10/16	n/a	n/a

**EXHIBIT C**

**Trademarks**

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
THOUGHTEXCHANGE	86/235568	3/28/14	5,087,020	11/22/16

EXHIBIT C

RECORDED: 07/24/2019

Detroit\_16091084\_1  
**TRADEMARK**  
REEL: 006701 FRAME: 0835