

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM538965

| | | | |
|---|-------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Logibec Inc. | | 08/30/2019 | Corporation: |
| RECEIVING PARTY DATA | | | |
| Name: | Antares Capital LP, as Agent | | |
| Street Address: | 500 West Monroe Street | | |
| City: | Chicago | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60661 | | |
| Entity Type: | Limited Partnership: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2724646 | QUADRANT HR | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | dcassinelli@proskauer.com | | |
| Correspondent Name: | Diane Cassinelli | | |
| Address Line 1: | c/o Proskauer Rose LLP | | |
| Address Line 2: | One International Place | | |
| Address Line 4: | Boston, MASSACHUSETTS 02110 | | |
| ATTORNEY DOCKET NUMBER: | 47039.002 | | |
| NAME OF SUBMITTER: | Diane Cassinelli | | |
| SIGNATURE: | /Diane Cassinelli/ | | |
| DATE SIGNED: | 08/30/2019 | | |
| Total Attachments: 4 | | | |
| source=CDPQ_Logibec - U.S. Trademark Security Agreement (Executed)#page1.tif | | | |
| source=CDPQ_Logibec - U.S. Trademark Security Agreement (Executed)#page2.tif | | | |
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CH \$40.00 2724646

GRANT OF A SECURITY INTEREST -- TRADEMARKS

AUGUST 30, 2019

WHEREAS, LOGIBEC INC. (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated August 30, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of ANTARES CAPITAL LP, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

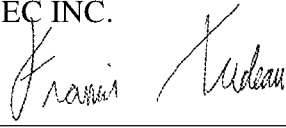
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that: (1) this Grant of a Security Interest and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York; (2) the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; and (3) in case of any conflict or inconsistency between any terms of this Grant of a Security Interest, on the one hand, and any documents or instruments in respect of the Pledge and Security Agreement, on the other hand, then the terms of the Pledge and Security Agreement shall control.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first above stated.

LOGIBEC INC.

By:  _____

Name: Francis Trudeau

Title: Chief Financial Officer

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Logibec Holdings Inc.:

None.

Logibec Inc.:

A. Unregistered Trademarks (including any logos associated with the following):

Continuum Santé-Health and associated logo (used in Canada)
Intellium (used in Canada)
Continuum Core (used in Canada)
Espresso (used in Canada and the US) and eEspresso (used in Canada only)
GCH propulsé par VIP (used in Canada) and HCM powered by VIP (used in Canada)
eClinbase, Clinibase CI and associated logos (used in Canada)
Sicheld Plus (used in Québec only)
Siurge and associated logo (used in Canada)
Med-Écho and associated logo (used in Québec only)
Syphac (used in Canada)
Reascribe and associated logo (used in Canada)
Ambuscribe (used in Canada)
Quadrant Workforce (used in Canada)
Quadrant Financials (used in Canada)
Quadrant Materials Management (used in Canada)
Med-Soins Plus and associated logo (used in Québec only)

B. Registered Trademarks (Canada)

| No. | Trade-mark | Status |
|-----|-------------|--|
| 1 | QUADRANT HR | Registered App 1028302 App 09-SEP-1999 Reg TMA574286 Reg 24-JAN-2003 |
| 2 | RADIMAGE | Registered App 898640 App 08-DEC-1998 Reg TMA528551 Reg 30-MAY-2000 |
| 3 | CLINIBASE | Registered App 0650161 App 06-FEB-1990 Reg TMA384659 Reg 17-MAY-1991 |

| No. | Trade-mark | Status |
|-----|-----------------|--|
| 4 | MED-GPS | Registered App 1552125 App 15-NOV-2011 Reg TMA854467 Reg 03 JULY 2013 |
| 5 | MED-URGE | Registered App 1443168 App 29-JUNE-2009 Reg TMA770497 Reg 22-JUNE-2010 |
| 7 | LOGIBEC | Pending App 1778352 App 20-APR-2016 |
| 8 | LOGIBEC DESIGN | Pending App 1778353 App 20-APR-2016 |
| 9 | EVOLUTION SANTÉ | Pending App 1778354 App 20-APR-2016 |
| 10 | EVOLUTION SANTÉ | Pending App 1860473 App 02-OCT-2017 |

C. Registered Trademarks (United States)

| No. | Trade-mark | Status |
|-----|-------------|--|
| 1 | QUADRANT HR | Renewed (Registered) Section 44(D) App 75819168 App 08-OCT-1999 Reg 2724646 Reg 10-JUN-2003 |