

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560335

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leddartech Inc.		01/30/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Investissement Québec		
Street Address:	1195, avenue Lavigerie, bureau 060		
City:	Québec		
State/Country:	CANADA		
Postal Code:	G1V 4N3		
Entity Type:	Joint Stock Company: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5683002	LEDDARVU	
Registration Number:	5211880	LEDDARCORE	
Registration Number:	4562079	LEDDARTECH	
Registration Number:	3986728	LEDDAR	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	73400-2		
NAME OF SUBMITTER:	Duncan H. Poirier		
SIGNATURE:	/Duncan H. Poirier/		
DATE SIGNED:	02/04/2020		
Total Attachments: 5			

OP \$115.00 5683002

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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Agreement"), dated as of January 30, 2020, is made by and among Leddartech Inc., a corporation organized under the laws of Canada (the "Grantor"), to and in favour of Investissement Québec (together with any successors, the "Lender").

WHEREAS, pursuant to that certain Financing Offer dated as of January 23, 2020 by and among the Grantor, as borrower, and the Lender, as lender (as from time to time amended, restated, supplemented or otherwise modified, the "Financing Offer"), the Lender has agreed to make extensions of credit to the Borrower subject to the terms and provisions of the Financing Offer;

AND WHEREAS, in connection with the Financing Offer, the Grantor has executed and delivered one or more security agreements and/or deeds of hypothec, including a deed of hypothec dated as of January 23, 2020 (together with all amendments, supplements, reinstatement and other modifications, if any, from time to time made thereto, collectively, the "**Security Agreement**");

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Offer or in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the payment and performance of all of the Grantor's obligations under the Financing Agreement, the Grantor does hereby mortgage, pledge and hypothecate to the Lender, and grant to the Lender, a security interest in all of the Grantor's right, title and interest in, to and under the following property, now owned or hereinafter acquired or existing (collectively, the "IP Collateral"):

(a) all trademarks, patents, copyrights and industrial designs, existing anywhere in the world whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including, but not limited to, registrations, recordings and applications in any office or agent of the United States of America, including those described in Schedule "A" hereto, and including all reissues, extensions or renewals thereof, but excluding any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the ability to register such applications or the validity or enforceability of registrations issuing from such applications;

(b) all licenses and other agreements providing the Grantor with the right to use any of the items described in clause (a);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a);

(d) the right to sue third parties for past, present and future infringements of any IP Collateral described in clause (a) and to the extent applicable, clause (b), including any claim and causes of action for damages, restitution, and injunctive and other legal and equitable relief for past, present or future infringement, dilution, misappropriation, violation, misuse, breach, or default, any injury to the goodwill associated with the use of any such IP Collateral, or for breach or enforcement of any license and all rights corresponding thereto throughout the world (the foregoing, collectively, "Claims"), provided, however, that the Lender shall have the right, but not the obligation, to pursue any and all Claims; and

(e) all proceeds of, and rights associated with, the foregoing.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor

for the purpose of recording the security interest of the Lender in the IP Collateral with the United States Patent and Trade Marks Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security granted by the Grantor to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security in the IP Collateral granted hereby are more fully set forth in the Security Agreement.

SECTION 5. Financing Offer, etc. Notwithstanding any other term or provision hereof, in the event that any provisions hereof contradict and are incapable of being construed in conjunction with the provisions of the Financing Offer or the Security Agreement, the provisions of the Financing Offer or the Security Agreement, as applicable, shall take precedence over those contained herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts by telecopy or other electronic transmission, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 7. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[Remainder of page intentionally left blank.]

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and first year above written.

LEDDARTECH INC.
as Grantor

Per: 

Name: Claude Doré

Title: Chief Financial Officer

SCHEDULE "A"

U.S. Patents

Name	Patent No. (Application No.)	Issue Date (Application Filing Date)	Filing Office
LIGHTING SYSTEM AND METHOD FOR ILLUMINATING AND DETECTING OBJECT	7855376	Dec 21, 2010	USPTO
DIGITAL SIGNAL PROCESSING IN OPTICAL SYSTEMS USED FOR RANGING APPLICATIONS	7895007	Feb 22, 2011	USPTO
LIGHTING SYSTEM WITH DRIVER ASSISTANCE CAPABILITIES	8600656	Dec 3, 2013	USPTO
LIGHTING SYSTEM WITH TRAFFIC MANAGEMENT CAPABILITIES	8436748	May 7, 2013	USPTO
DETECTION AND RANGING METHODS AND SYSTEMS	8310655	Nov 13, 2012	USPTO
PARKING MANAGEMENT SYSTEM AND METHOD USING LIGHTING SYSTEM	8723689	May 13, 2014	USPTO
OPTICAL LEVEL MEASUREMENT DEVICE AND METHOD	8159660	Apr 17, 2012	USPTO
ACTIVE 3D MONITORING SYSTEM FOR TRAFFIC DETECTION	8842182	Sep 23, 2014	USPTO
3D OPTICAL DETECTION SYSTEM AND METHOD FOR A MOBILE STORAGE SYSTEM	8823951	Sep 2, 2014	USPTO
LED OBJECT DETECTION SYSTEM AND METHOD COMBINING COMPLETE REFLECTION TRACES FROM INDIVIDUAL NARROW FIELD-OF-VIEW CHANNELS	8242476	Aug 14, 2012	USPTO
MULTIPLE-FIELD-OF-VIEW SCANNERLESS OPTICAL RANGEFINDER IN HIGH AMBIENT BACKGROUND LIGHT	8908159	Dec 9, 2014	USPTO
Multiple-Field-Of-View Scannerless Optical Rangefinder in High Ambient Background Light	RE47134	Nov 20, 2018	USPTO
SYSTEM AND METHOD FOR TRAFFIC SIDE DETECTION AND CHARACTERIZATION	9378640	Jun 28, 2016	USPTO
SYSTEM AND METHOD FOR MULTIPURPOSE TRAFFIC DETECTION AND CHARACTERIZATION	9235988	Jan 12, 2016	USPTO
DISTANCE DETECTION METHOD AND SYSTEM	8619241	Dec 31, 2013	USPTO

Name	Patent No. (Application No.)	Issue Date (Application Filing Date)	Filing Office
Distance Detection Method and System	RE46930	Jul 3, 2018	USPTO
Discretization of Detection Zone	10488492	Nov 26, 2019	USPTO
EXTRINSIC STATIC NOISE CHARACTERIZATION AND REMOVAL	App. 16066403	Jun 27, 2018	USPTO
INTRINSIC STATIC NOISE CHARACTERIZATION AND REMOVAL	App. 16066404	Jun 27, 2018	USPTO
METHOD FOR DETECTING OBJECTS WITH LIGHT	8767215	Jul 1, 2014	USPTO
LIGHT-INTEGRATING RANGEFINDING DEVICE AND METHOD	7554652	Jun 30, 2009	USPTO
DIGITAL SIGNAL PROCESSING IN OPTICAL SYSTEMS USED FOR RANGING APPLICATIONS	7917320	Mar 29, 2011	USPTO
METHOD FOR DETECTING OBJECTS WITH VISIBLE LIGHT	8319949	Nov 27, 2012	USPTO
METHOD AND APPARATUS FOR OPTICAL LEVEL SENSING OF AGITATED FLUID SURFACES	7635854	Dec 22, 2009	USPTO
DIGITAL SIGNAL PROCESSING IN OPTICAL SYSTEMS USED FOR RANGING APPLICATIONS	7640122	Dec 29, 2009	USPTO
SYSTEM AND METHOD FOR MULTIPURPOSE TRAFFIC DETECTION AND CHARACTERIZATION	15/867995	Jan 11, 2018	USPTO
DISTANCE DETECTION METHOD AND SYSTEM	16/011820	Jun 19, 2018	USPTO
MULTIPLE-FIELD-OF-VIEW SCANNERLESS OPTICAL RANGEFINDER IN HIGH AMBIENT BACKGROUND LIGHT	16/192193	Nov 15, 2018	USPTO

U.S. Trademarks

Name	Registration No. (Application No.)	Registration Date (Application Filing Date)	Filing Office
LEDDARVU	5683002	February 26, 2019	USPTO
LEDDARCORE	5211880	May 30, 2017	USPTO
LEDDARTECH	4562079	July 8, 2014	USPTO
LEDDAR	3986728	June 28, 2011	USPTO