

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580631

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Updox LLC		06/09/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Beedie Investments Ltd.		
Street Address:	1111 West Georgia Street, Suite 1570		
City:	Vancouver, British Columbia		
State/Country:	CANADA		
Postal Code:	V6E 4M3		
Entity Type:	Limited Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5647869	SIMPLIFYING THE BUSINESS OF HEALTHCARE	
Registration Number:	5647865	UPDOX	
CORRESPONDENCE DATA			
Fax Number:	3128767934		
<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:	3128763122		
Email:	hope.karmo@dentons.com		
Correspondent Name:	Dentons US LLP c/o Carol Anne Been		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
ATTORNEY DOCKET NUMBER:	15804489-000003		
NAME OF SUBMITTER:	Carol Anne Been		
SIGNATURE:	/cab13122/		
DATE SIGNED:	06/10/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of June 9, 2020, by **UPDOX LLC**, a Delaware limited liability company (together with its successors and assigns, "Grantor"), having an address at 6555 Longshore Street, Dublin, Ohio 43017, in favor of **BEEDIE INVESTMENTS LTD.** (together with its successors and assigns, "Lender"), having an address at Suite 1570, 1111 West Georgia Street, Vancouver, British Columbia V6E 4M3.

RECITALS

A. Lender and Grantor are entering into that certain Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). Defined terms used herein without definition shall have the meanings set forth in the Credit Agreement.

B. Lender and Grantor are entering into that certain Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time), pursuant to which all of the present and future Obligations of Grantor to Lender, including, without limitation, reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of an insolvency proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any insolvency proceeding (all of the foregoing, collectively, the "Secured Obligations"), are secured by the assets of Grantor including, without limitation, all of Grantor's patents, trademarks, copyrights and other intellectual property.

C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");

b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, the "Patents");

c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");

d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;

- e. any and all source code;
- f. any and all design rights which may be available to Grantor;
- g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.


4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. The words "execution," "signed," "signature" and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR
UPBOX LLC

Per: 
Name: Michael Morgan
Title: Chief Executive Officer

Intellectual Property Security Agreement

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C
TRADEMARKS

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Application/ Issue Date</u>
SIMPLIFYING THE BUSINESS OF HEALTHCARE	5647869	January 8, 2019
UPDOX	5647865	January 8, 2019