

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM580670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Luvo Medical Technologies Inc.		05/31/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West		
Internal Address:	62nd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88731919	DARWINMAX	
Serial Number:	88731933	LUCENT: IPL	
Serial Number:	88731950	BARE: 808	
Serial Number:	88731963	BELA	
Serial Number:	88731972	LUVO	
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:	3128768000		
Email:	angelica.pogson@dentons.com		
Correspondent Name:	Dentons US LLP		
Address Line 1:	P.O. Box #061080		
Address Line 2:	Wacker Drive Station, Willis Tower		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Samuel Fifer		
SIGNATURE:	/Samuel Fifer/		
DATE SIGNED:	06/10/2020		

OP \$140.00 88731919

Total Attachments: 4

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**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Luvo Medical Technologies Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a security agreement dated as of May 31, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to The Bank of Nova Scotia (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all intellectual property of the Debtor, including all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 31st day of May, 2020.

DEBTOR:

LUVU MEDICAL TECHNOLOGIES INC.

Per:  _____

Name: Enzo Di Gennaro

Title: Chief Financial Officer

Per:  _____

Name: Gerry Glynn

Title: Chief Executive Officer

I/We have the authority to bind the Debtor.

SECURED PARTY:

THE BANK OF NOVA SCOTIA

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I/We have the authority to bind the Secured Party.

DATED as of the 31st day of May, 2020.

DEBTOR:

LUVO MEDICAL TECHNOLOGIES INC.

Per: _____

Name:

Title:

Per: _____

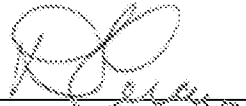
Name:

Title:

I/We have the authority to bind the Debtor.


SECURED PARTY:

THE BANK OF NOVA SCOTIA

Per:  _____

Name: Domenic Arcuri

Title: Director, Execution, National Accounts

Per:  _____

Name: Aviv Haras

Title: Director, National Accounts

I/We have the authority to bind the Secured Party.

**SCHEDULE A
INTELLECTUAL PROPERTY**

Canadian Trademarks

No.	Trade-Mark	Application No.	Registration No.	Application / Registration Date
1.	DARWINMAX	2000089	--	December 9, 2019
2.	LUCENT: IPL	2000092	--	December 9, 2019
3.	LUVO	2000097	--	December 9, 2019
4.	BARE: 808	2000094	--	December 9, 2019
5.	BELA	2000096	--	December 9, 2019

United States Trademarks

No.	Trade-Mark	Application No.	Registration No.	Application / Registration Date
1.	DARWINMAX	88731919	--	December 18, 2019
2.	LUCENT: IPL	88731933	--	December 18, 2019
3.	BARE: 808	88731950	--	December 18, 2019
4.	BELA	88731963	--	December 18, 2019
5.	LUVO	88731972	--	December 18, 2019