

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM582220

<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>
RESOLVER INC.		06/19/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF NOVA SCOTIA		
<b>Street Address:</b>	44 King Street West		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1H1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86118314	RISKVISION	
<b>Serial Number:</b>	86137603	RESOLVER BALLOT	
<b>Serial Number:</b>	86071085	GRC CLOUD	
<b>Serial Number:</b>	86143038	EXPERIENCE GRC	
<b>Serial Number:</b>	87371199	PROTECT WHAT MATTERS	
<b>Serial Number:</b>	75454679	DISPATCHLOG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168656636		
<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>	416.865.2965		
<b>Email:</b>	bnakano@grllp.com		
<b>Correspondent Name:</b>	Robert Nakano		
<b>Address Line 1:</b>	22 Adelaide St W, Ste. 3600		
<b>Address Line 2:</b>	Bay Adelaide Centre - East Tower		
<b>Address Line 4:</b>	Toronto, CANADA M5H 4E3		
<b>NAME OF SUBMITTER:</b>	Robert Nakano		
<b>SIGNATURE:</b>	/Bob Nakano/		
<b>DATE SIGNED:</b>	06/20/2020		

CH \$165.00 86118314

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AGREEMENT** is made the 19<sup>th</sup> day of June, 2020.

**B E T W E E N:**

**BANK OF NOVA SCOTIA**  
44 King Street West, Toronto, ON M5H 1H1  
(hereinafter "BNS")

OF THE FIRST PART,

- and -

**RESOLVER INC.**  
Suite 804, 111 Peter St., Toronto, ON M5V 2H1  
(hereinafter the "Grantor")

OF THE SECOND PART.

**WHEREAS**, Grantor, as debtor, has issued a general security agreement dated as of June 19<sup>th</sup>, 2020 in favour of BNS, as lender (the "**Security Agreement**"), pursuant to which Grantor has granted a security interest in assets of Grantor, including intangibles, as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of Grantor to BNS.

**WHEREAS**, Grantor has agreed as a condition of the Security Agreement to execute this Agreement for recording with various Intellectual Property Offices in Canada and the United States, as relevant, and other governmental authorities, including other intellectual property offices in other jurisdictions.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

**I. GRANT OF SECURITY INTEREST**

Grantor pledges and grants to BNS, as part of the Security Interest, a security interest in all of Grantor's right, title and interest in, to and under Grantor's present and future intellectual property rights to its intangibles (herein the "Intellectual Property Collateral"), the Intellectual Property Collateral including, without limitation, any and all of the following:

(a) All trademark rights, whether registered or not, common law trademarks, trademark applications and trademark registrations, and the entire goodwill associated with such trademarks, including without limitation trademarks set forth in Schedule A attached hereto (collectively, the "Trademarks");

(b) All patents and patent applications including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of same, including without limitation patents and patent applications set forth in Schedule B attached hereto (collectively, the "Patents");

(c) All copyright rights, copyright applications, copyright registrations in each work or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation copyrights set forth in Schedule C attached hereto (collectively, the "Copyrights");

(d) All miscellaneous intellectual property not listed in Schedules A, B, or C above, set forth in Schedule D attached hereto (collectively, the "Miscellaneous Intellectual Property"), which may include any one or more of domain names, trade secrets, intellectual property in computer software and computer software products, design rights, and any mask works;

(e) All claims for damages by way of past, present and future infringements of any intellectual property rights in any Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of any intellectual property rights therein;

(f) All licenses or other rights to use any of the Intellectual Property Collateral and any and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, extensions, renewals and extensions of any of the Trademarks, Patents, Copyrights, or Miscellaneous Intellectual Property; and

(h) All specific charges over all present and future Intangibles, Trademarks, Patents, Copyrights, Miscellaneous Intellectual Property, licenses, government tax credits (including SR&ED), registered with any government intellectual property office.

## 2. MISCELLANEOUS

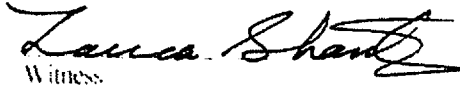
(a) This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Intellectual Property Office in Canada, the United States and other jurisdictions, as relevant. Grantor authorizes and requests that such Intellectual Property Offices record this Agreement against the relevant Intellectual Property Collateral. Grantor agrees to execute, acknowledge and deliver any further assignments, transfers, documents, and things (including further schedules hereto) as may be reasonably requested by BNS in order to give effect to such recordal(s) and to pay all costs for searches and filings in connection therewith.

(b) This Agreement and the security interest is in addition to and not in substitution for any other security now or hereafter held by BNS and shall remain in full force and effect until the indebtedness of the Security Agreement has been paid in full. Grantor does hereby acknowledge and confirm that the grant of the security interest herein to BNS with respect to the Intellectual Property Collateral is more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

(c) This Agreement is made in, and will be governed by, and be construed in accordance with the laws of Ontario, Canada.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered on the date set out above.

  
Witness

RESOLVER INC.


Per: 

Name: Peter Nguyen

Title: General Counsel, Corporate Secretary and Privacy Officer

I have authority to bind Grantor

**SCHEDULE A: TRADEMARKS**

<b>CANADA TRADEMARK FILINGS</b>		
<b>App. No. / Reg. No.</b>	<b>Trademark</b>	<b>Status</b>
1800873 TMA1011354	PROTECT WHAT MATTERS	Registered
0838449 TMA503144	ACT-TRACK	Registered
0642482 TMA397238	PPM 2000 & DESIGN 	Registered
0857016 TMA502937	DISPATCHLOG	Registered
1655247 TMA970367	RESOLVER BALLOT	Registered
1656172 TMA906621	EXPERIENCE GRC	Registered
0802754 TMA470690	IRIMS	Registered
1919234 not registered	RESOLVER	Application
May be filed	RISKVISION	Potential application
0884825	SECURITYSOFT DESIGN <b>SecurITySoft</b>	Expunged
1125683	APPROPRIATE RESOLUTIONS	Expunged
1656309	GRC AS A CONVERSATION	Abandoned
1491904	GRC CLOUD	Abandoned

<b>UNITED STATES TRADEMARK FILINGS</b>		
<b>App. No./ Reg. No.</b>	<b>Trademark</b>	<b>Status</b>
86118314 4662061	RISKVISION	Registered
86137603 4651682	RESOLVER BALLOT	Registered
86071085 4745288	GRC CLOUD	Registered
86143038 4853529	EXPERIENCE GRC	Registered
87371199 5461931	PROTECT WHAT MATTERS	Registered
75454679 2448480	DISPATCHLOG	Registered

**SCHEDULE B: PATENTS**

<b>CANADA PATENT FILINGS</b>		
<b>App. No. / Patent No.</b>	<b>Title</b>	<b>Status</b>
NIL		

<b>UNITED STATES PATENT FILINGS</b>		
<b>App. No. / Patent No.</b>	<b>Title</b>	<b>Status</b>
11/407,843 7,810,156	Automated Evidence Gathering	Issued
11/440,191 7,752,125	Automated Enterprise Risk Assessment	Issued
11/439,771 7,747,494	Non-determinative Risk Simulation	Issued
11/407,842 8,117,104	Virtual Asset Groups in a Compliance Management System	Issued
14/578,262 9,996,064	System and Method for Propagating Control Results in an Enterprise	Issued
16/005,984 10,481,570	System and Method for Propagating Control Results in an Enterprise	Issued
15/444,271 (not issued)	System and Method for Managing Continuous Risk and Compliance in an Enterprise	Application
62/300,921 (not issued)	System and Method for Managing Continuous Risk and Compliance in an Enterprise	Provisional application



**SCHEDULE C: COPYRIGHTS**

UNITED STATES COPYRIGHT REGISTRATIONS	
Reg. No.	Title
TXu000448343	Security intrack computer program

**SCHEDULE D: MISCELLANEOUS INTELLECTUAL PROPERTY****Domain Names**

RESOLVER.COM

RESOLVER.CA