

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM582590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Helcim Inc.		05/27/2020	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:	M5W 2X6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87189092	HELCEM YOUR TRUSTED PAYMENT PARTNER	
Serial Number:	87189058	HELCEM YOUR TRUSTED PAYMENT PARTNER	
Serial Number:	87189097	HELCEM COMMERCE	
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>			
Phone:	612-915-9636		
Email:	jurzedowski@bitlaw.com		
Correspondent Name:	James Urzedowski		
Address Line 1:	225 South 6th Street		
Address Line 2:	Suite 1750		
Address Line 4:	Minneapolis, MINNESOTA 55420		
NAME OF SUBMITTER:	James M. Urzedowski		
SIGNATURE:	/James M. Urzedowski/		
DATE SIGNED:	06/23/2020		
Total Attachments: 18			
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TO: THE BANK OF NOVA SCOTIA

DATE: May 27, 2020

INTELLECTUAL PROPERTY SECURITY AGREEMENT

A. DEFINITIONS

1. All capitalized terms used and not otherwise defined in this Intellectual Property Security Agreement (this "**Security Agreement**") have the meanings ascribed to them in the commitment letter dated April 15, 2020 among Heleim Inc., as borrower, Heleim USA Inc., as guarantor, and The Bank of Nova Scotia (the "**Lender**") (as may be amended, modified, supplemented, restated or replaced, from time to time, the "**Commitment Letter**").

B. OBLIGATIONS SECURED

2. The undersigned (the "**Debtor**") hereby enters into this Security Agreement with the Lender for valuable consideration and as security for the payment of all present and future indebtedness, liabilities and obligations of the Debtor to the Lender, and interest thereon both before and after demand and for the payment and discharge of all other present and future indebtedness, liabilities and obligations, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Lender whether as principal or surety (all such indebtedness, interest, liabilities and obligations being hereinafter collectively called the "**Obligations**"). Insofar as it affects personal property located in Alberta, this Security Agreement is governed by the *Personal Property Security Act* (Alberta) (the "**PPSA**").

C. **GRANT OF MORTGAGES, CHARGES AND SECURITY INTERESTS**

3. The Debtor hereby:

(a) assigns, transfers and conveys to the Lender and grants to the Lender a security interest in all of its right, title and interest in and to its present and future intellectual property including, without limitation, all its:

(i) copyrights, registrations and applications for registration for copyrights, licenses, fees and royalties with respect to copyrights, and the right to sue for past, present and future infringement and damages therefor, and licenses thereunder;

(ii) patents and applications for patents, fees and royalties with respect to each, and the right to sue for past infringement and damages therefor, and licenses thereunder;

(iii) trade-marks, service-marks, collective membership marks, trade names, business names, trade styles, logos and all other forms of business identifiers, registrations and applications for registration for each, the respective goodwill associated with each, licenses, fees and royalties with respect to each, and the right to sue for past, present and future infringement, dilution and damages therefor, and licenses thereunder; and

(iv) trade secrets and other proprietary or confidential information and data in any form or format, including without limitation, all know-how obtained, developed or used in or contemplated at any time for use in the business, affairs, undertaking and operations of the Debtor,

now or hereafter owned whether registered or unregistered (hereinafter collectively referred to as the "**Intellectual Property Collateral**"), including in each instance all additions, improvements and accessories thereto and replacements thereof, and including without limitation all intellectual property described in Schedule "A" hereto and any and all additional intellectual property

designated by the Debtor from time to time to be subject to such assignment, transfer, conveyance and security interest, using the form of Schedule "A" Supplement attached as Appendix 1 hereto; and

- (b) assigns, mortgages and charges in favour of the Lender and grants to the Lender a security interest in all present and future proceeds arising from any of the assets referred to in this Section 3.

For the purposes of this Security Agreement, the Intellectual Property Collateral and all proceeds arising therefrom are hereinafter collectively referred to as the "**Collateral**".

D. AGREEMENTS OF THE DEBTOR

- 4. The Debtor agrees with the Lender that the Debtor has not agreed to postpone the time for attachment of the security interests granted hereby with respect to presently existing Collateral of the Debtor and that such security interests shall attach to the Collateral acquired after the date hereof as soon as the Debtor has rights in such Collateral.
- 5. The Debtor agrees with the Lender that, until the Obligations have been satisfied or paid in full:
 - (a) it will not, without the prior written consent of the Lender, create or suffer to exist any liens upon or assign or transfer as security or pledge or hypothecate any of the Collateral (except for liens in favour of the Lender and Permitted Encumbrances); and
 - (b) it will:
 - (i) upon the occurrence of an acceleration event under the Commitment Letter, hold the proceeds received from any direct or indirect dealing with the Collateral in trust for the Lender;
 - (ii) keep the then existing Collateral in good repair, working order and condition according to the nature and description thereof, and the Lender may, whenever it deems necessary, either in person or by agent, enter

upon the property of the Debtor and inspect the Collateral and the right, title and interest of the Debtor in and to the Intellectual Property Collateral and the reasonable cost of such inspection shall be payable on demand and added to the Obligations and the Lender may make repairs as it deems necessary, and the cost thereof shall be payable on demand and added to the Obligations;

- (iii) make all necessary filings, registrations and other recordations to protect the interest of the Debtor in the Collateral, including without limitation recordations of all its interests in all patents, trade-marks, and copyrights comprised in the Intellectual Property Collateral;
- (iv) perform all covenants required under any Third Party Agreement (as hereinafter defined), including, *inter alia*, promptly paying all required fees, royalties and taxes, to maintain each and every item of Intellectual Property Collateral in full force and effect throughout as applicable;
- (v) maintain all filings, registrations and other recordations relating to any of the Intellectual Property Collateral, including without limitation, timely payment of any renewal and/or maintenance fees;
- (vi) vigorously protect, preserve and maintain all of the right, title and interest of the Debtor in the Intellectual Property Collateral, including without limitation, the duty to prosecute and/or defend against any and all suits concerning validity, infringement, enforceability, ownership or other aspects affecting any of the Intellectual Property Collateral (any expenses incurred in protecting, preserving and maintaining any of the Intellectual Property Collateral shall be borne by the Debtor);
- (vii) upon written request by the Lender, execute and deliver any and all agreements, instruments, documents and papers as the Lender may reasonably request to evidence the security interest of the Lender in the Intellectual Property Collateral;

- (viii) refrain from selling, assigning, disposing, licensing or otherwise transferring to any third party any of the right, title or interest of the Debtor in any of the Intellectual Property Collateral, other than in the normal course of the business of the Debtor or as permitted by the Commitment Letter;
 - (ix) upon the occurrence of an acceleration event under the Commitment Letter, refrain from either directly or indirectly filing any application for registration affecting any of the Intellectual Property Collateral without the prior written consent of the Lender; and
 - (x) comply with valid requirements of any governmental authority pertaining to the operation by the Debtor of its business.
6. The Debtor hereby represents and warrants to the Lender (which representations and warranties shall survive until the Obligations have been completely performed and discharged) that:
- (a) all registrations and applications for registration in respect of the Intellectual Property Collateral including all relevant renewals have been duly and properly made, are in full force and effect and are not subject to dispute by any governmental authority or agency, other than in respect of standard office actions, and all leases, licenses, and other agreements affecting any of the right, title or interest of the Debtor in any of the Intellectual Property Collateral (collectively, "**Third Party Agreements**") are in good standing;
 - (b) the Debtor owns directly or is entitled to use by license or otherwise all patents, trade-marks, trade secrets, copyrights, licenses, technology, know-how, processes and other information and rights with respect to the Intellectual Property Collateral;
 - (c) the Debtor has made all necessary and commercially reasonable filings, registrations and recordations to protect all of its right, title and interest in the

Intellectual Property Collateral, including without limitation, recordations of all such rights, title and interest in related patents, trade-marks and copyrights;

- (d) to the best of knowledge of the Debtor, there are no material actions, suits or proceedings pending or threatened in writing which contain allegations respecting the validity, enforceability, infringement or ownership of any of the Intellectual Property Collateral, including without limitation, any of right, title or interest of the Debtor in the Intellectual Property Collateral;
 - (e) Schedule "A" lists all of the registered present intellectual property of the Debtor, including without limitation, all registered patents, trademarks and copyrights of the Debtor; and
 - (f) none of the Obligations nor the granting of the security interest by the Debtor in favour of the Lender constitutes a breach under any Third Party Agreement.
7. The Debtor hereby agrees that it will at all times, both before and after default, do or cause to be done such additional acts or things and execute and deliver or cause to be executed and delivered all such further agreements and documents the Lender may reasonably require for the better mortgaging, charging, transferring, assigning, confirming and granting of security interests in the present or future Collateral to the Lender, including, without limiting the generality of the foregoing, providing to the Lender, from time to time, Schedule "A" Supplements in the form of Appendix 1 hereto (each of which the Lender may attach to this Security Agreement as a supplement and addition to Schedule "A" without any further action by or on behalf of the Debtor).

E. REMEDIES OF THE LENDER

8. Upon the occurrence of an acceleration event under the Commitment Letter, the Lender, may proceed to realize such security and to enforce its rights by:
- (a) the appointment by instrument in writing of a receiver or receivers of the Collateral or any part thereof (which receiver or receivers may be any person or persons, whether an officer or officers or employee or employees of the Lender or

not and the Lender may remove any receiver or receivers so appointed and appoint another or others in his or their stead);

- (b) proceedings in any court of competent jurisdiction for the appointment of a receiver or receivers or for sale of the Collateral or any part thereof;
- (c) any other action, suit, remedy or proceeding authorized or permitted hereby or by law or by equity;
- (d) exercising all of the Debtor's rights under all licenses, acts, agreements or other instruments in writing relating to the Collateral as fully and effectually as if the Lender were the absolute owner thereof and, for the purpose of enabling the Lender and/or its designees (including any receiver and receivers) to exercise such rights and remedies, the Debtor hereby grants to the Lender and/or its designees (including any receiver or receivers) an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Debtor) to use, license or sublicense any of the Intellectual Property Collateral, and wherever the same may be located, and including in such license access to all media in which any of the licensed Intellectual Property Collateral may be recorded or stored and an irrevocable license (exercisable without payment of rent or other compensation to the Debtor) to use and occupy all real estate owned or leased by the Debtor; and
- (e) commencing legal proceedings for and on behalf of and in the name of the Debtor and at the expense of the Debtor in order to enforce the rights of the Debtor under any licenses, contracts, agreements, or other instruments in writing which may relate to the Collateral.

In addition, the Lender may file such proofs of claim and other documents as may be necessary or advisable in order to have its claim lodged in any bankruptcy, winding-up or other judicial proceedings relating to the Debtor.

Any receiver or receivers so appointed shall have power to:

- (i) take possession of and to use the Collateral or any part thereof;
- (ii) borrow money required for the maintenance, preservation or protection of the Collateral or any part thereof or the carrying on of the business of the Debtor;
- (iii) further charge the Collateral in priority to the security interests of this Security Agreement as security for money so borrowed; and
- (iv) sell, lease or otherwise dispose of the whole or any part of the Collateral on such terms and conditions and in such manner as the receiver shall determine.

The Lender shall not be responsible for any actions or errors of omission by the receiver or receivers in exercising any such powers.

In addition, the Lender may use and possess the Collateral or any part thereof, free from all encumbrances, liens and charges, except Permitted Encumbrances, without hindrance, interruption or denial of the same by the Debtor or by any other person or persons and may lease or sell the whole or any part or parts of the Collateral. Any sale hereunder may be made by public auction, by public tender or by private contract, with or without notice and with or without advertising and without any other formality (except as required by law), all of which are hereby waived by the Debtor to the fullest extent permitted by applicable law. Such sale shall be on such terms and conditions as to credit or otherwise and as to upset or reserve bid or price as to the Lender in its sole discretion may seem advantageous. Such sale may take place whether or not the Lender has taken possession of the Collateral.

The Debtor agrees to pay to the Lender forthwith on demand all expenses incurred by the Lender in the preparation, perfection, administration and enforcement of this Security Agreement (including without limitation expenses incurred in considering and protecting or improving the position of the Lender or attempting to do so, whether before or after

default), all amounts borrowed by the receiver from the Lender as hereinbefore provided and all costs, charges, expenses and fees (including, without limiting the generality of the foregoing, the fees and expenses of any receiver and legal fees on a solicitor and client basis) of or incurred by the Lender and by any receiver or receivers or agent or agents appointed by Lender in connection with the recovery or enforcing of payment of any moneys owing hereunder, whether by realization, by taking possession or otherwise. All such sums, together with interest thereon at the rate applicable to the Obligations, shall form part of the Obligations and shall be secured by the security interests granted herein.

No remedy for the realization of the security interests granted herein or for the enforcement of the rights of the Lender shall be exclusive of or dependent on any other such remedy, but any one or more of such remedies may from time to time be exercised independently or in combination. The term "**receiver**" as used in this Security Agreement includes a receiver and manager.

9. Any and all payments made in respect of the Obligations from time to time and moneys realized from any securities held therefor (including moneys realized on any enforcement of this Security Agreement) may be applied to such part or parts of the Obligations as the Lender may see fit, and the Lender shall at all times and from time to time have the right to change any appropriation as the Lender may see fit.

F. RIGHTS OF THE LENDER

10. The Lender may pay and satisfy the whole or any part of any liens, taxes, rates, charges or encumbrances now or hereafter existing in respect of any of the Collateral and such payments together with all costs, charges and expenses which may be incurred in connection with making such payments shall form part of the Obligations and shall be secured by the security interests granted herein. In the event of the Lender satisfying any such lien, charge or encumbrance, they shall be entitled to all the equities and securities of the person or persons so paid and are hereby authorized to obtain any discharge thereof and hold such discharge without registration for so long as it may deem advisable to do so.

11. The Debtor grants to the Lender the right to set off against any and all accounts, credits or balances maintained by the Debtor with the Lender the aggregate amount of any of the Obligations.
12. The Lender without exonerating in whole or in part the Debtor, may grant time, renewals, extensions, indulgences, releases and discharges to, may take securities from and give the same and any or all existing securities up to, may abstain from taking securities from or from perfecting securities of, may accept compositions from, and may otherwise deal with the Debtor and all other persons and securities as the Lender may see fit.
13. Nothing herein shall obligate the Lender to extend or amend any credit to the Debtor.
14. The Lender may absolutely or otherwise assign, transfer and deliver to any transferee any of the Obligations or any security or any documents or instruments held by the Lender in respect thereof to any person, including without limitation to any creditor of the Lender by way of security for the obligations owed by the Lender to any such creditor, provided that no such assignment, transfer or delivery shall release the Debtor from any of the Obligations; and in the case of any such absolute assignment, the Lender shall be fully discharged from all responsibility with respect to the Obligations and the security, documents and instruments so assigned, transferred or delivered. Such transferee shall be vested with all powers and rights of the Lender under such security, documents or instruments. The Debtor shall not assign any of its rights or obligations hereunder without the prior written consent of the Lender.
15. The Debtor hereby irrevocably constitutes and appoints the Lender and each of its directors, officers, employees, agents and representatives as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor to do upon the occurrence of a default hereunder, any and all such acts and things or execute and deliver all such agreements, documents and instruments as the Lender, in its sole discretion, considers necessary or desirable to carry out the provisions and purposes of this agreement, or to exercise any of its rights and remedies hereunder and the Debtor hereby ratifies and agrees to ratify all acts of any such attorney taken or done in accordance with this Section 15. Contemporaneously with the execution of this Security Agreement, the

Debtor covenants and agrees to execute and deliver to the Lender the power of attorney set forth in Schedule "B".

MISCELLANEOUS

16. The Debtor shall be permitted to control and manage the Collateral, including the right to exclude others from making, using or selling items covered by the Collateral and any licenses thereunder, in the same manner and with the same effect as if this Security Agreement had not been entered into, so long as no acceleration event under the Commitment Letter has occurred.
17. If there is a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Commitment Letter, the Commitment Letter will prevail to the extent of the conflict or inconsistency.
18. If one or more of the provisions contained herein shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.
19. Upon payment by the Debtor, its successors or permitted assigns, and the fulfillment of all the Obligations and provided that the Lender are not then under any obligation (conditional or otherwise) to make any further loan or extend any other type of credit to the Debtor, the Lender shall, upon request in writing by the Debtor, deliver to the Debtor at the address of the Debtor set forth in the Commitment Letter (or such other address as the Debtor may advise the Lender in writing) and at the expense of the Debtor, discharge and release this Security Agreement.
20. The Debtor hereby waives all rights to receive from the Lender a copy of any financing statement, financing change statement, verification statement or other registration filed or issued at any time in respect of this Security Agreement.
21. This Security Agreement shall be construed in accordance with and be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. For the purpose of legal proceedings, this Security Agreement shall be deemed to have been

made in the said Province and to be performed therein and the courts of that Province shall have jurisdiction over all disputes which may arise under this Security Agreement. The Debtor hereby irrevocably and unconditionally submits to the non-exclusive jurisdiction of such courts, provided always that nothing herein contained shall prevent the Lender from proceeding at their election against the Debtor in the courts of any other province, country or jurisdiction.

22. The headings in this Security Agreement are included for convenience of reference only, and shall not constitute a part of this Security Agreement for any other purpose.
23. This Security Agreement is in addition to and not in substitution for any other security now or hereafter held by the Lender and shall be general and continuing security notwithstanding that the Obligations shall be at any time or from time to time fully satisfied or paid.
24. This Security Agreement and all its provisions shall enure to the benefit of the Lender and their successors and assigns, and shall be binding on the Debtor, its successors and permitted assigns.
25. Any notice, demand or other communication permitted or required to be given hereunder must be given in writing and in accordance with the notice provisions set out in the Commitment Letter, at the then-applicable address for notice of the applicable party.
26. In construing this Security Agreement, terms herein shall have the same meaning as defined in the PPSA, unless the context otherwise requires. The personal pronoun "it" or "its" and any verb relating thereto and used therewith shall be read and construed as required by and in accordance with the context in which such words are used. The term "successors" shall include, without limiting its meaning, any corporation resulting from the amalgamation of a corporation with another corporation and, in the case of the Debtor, any new partnership resulting from the admission of new partners or any other change in the Debtor, including, without limiting the generality of the foregoing, the death of any or all of the partners thereof.

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IN WITNESS WHEREOF this Security Agreement has been executed by the Debtor as
of the 27 day of MAY, 2020.

HELCIM INC.

Per: 

Name: NICOLAS BEAUCAGE
Title: CEO

Per: 

Name: MARJORIE JUNIO-READ
Title: CFO

[I/We have the authority to bind the Debtor.]

SCHEDULE "A"
Certain Intellectual Property Assets
(Security Agreement, subclause 2(a))

	Type	Owner	Number	Status	Registry/ Jurisdiction	Description
1	Design - Trademark	Helcim Inc.	TMA750760	Registered	Canada	HELCIM ONLINE TRANSACTION SOLUTIONS
2	Design - Trademark	Helcim Inc.	TMA1010982	Registered	Canada	HELCIM YOUR TRUSTED PAYMENT PARTNER
3	Design - Trademark	Helcim Inc.	TMA1010977	Registered	Canada	HELCIM COMMERCE
4	Design - Trademark	Helcim Inc.	TMA1010983	Registered	Canada	HELCIM YOUR TRUSTED PAYMENT PARTNER
5	Design - Trademark	Helcim Inc.	87189092	Registered	United States	HELCIM YOUR TRUSTED PAYMENT PARTNER
6	Design - Trademark	Helcim Inc.	87189058	Registered	United States	HELCIM YOUR TRUSTED PAYMENT PARTNER
7	Design - Trademark	Helcim Inc.	87189097	Registered	United States	HELCIM COMMERCE

SCHEDULE "B"**POWER OF ATTORNEY**

The undersigned, **HELCIM INC.**, a corporation formed under the laws of Alberta (hereinafter called the "**Debtor**"), having its head office located at Suite 400 - 440 2nd Avenue SW, Calgary, Alberta T2P 5E9, hereby, upon the occurrence of an acceleration event under the intellectual property security agreement dated as of the ____ day of _____, 2020 (as amended, modified, supplemented, restated or replaced, from time to time, the "**Security Agreement**") executed by the Debtor in favour of the Lender constitutes and appoints the Lender and its successors and permitted assigns, and their directors, officers, employees, agents and representatives, as the true and lawful attorney of the Debtor with power of substitution in the name of the Debtor for the following purposes only:

1. To create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements and other agreements (including, without limitation, pursuant to the *Personal Property Security Act* of any jurisdiction (collectively, the "**PPSA**") or the *Uniform Commercial Code* of any jurisdiction (collectively, the "**UCC**")) as the Lender in its sole discretion considers necessary or desirable to carry out the provisions and purposes of the Security Agreement or to exercise any of its rights and remedies thereunder; and
2. To execute and to file or register with the Canadian Intellectual Property Office, the United States Patent and Trademark Office or any other regulatory authority any and all documents required to transfer title in and to any of the Intellectual Property Collateral (as that term is defined in the Security Agreement) in the name of the Debtor to the Lender or to take any step appropriate for the preservation or protection of any or all of the Intellectual Property Collateral for the benefit of the Lender.

The Debtor hereby waives all rights to receive from the Lender a copy of any financing statement, financing change statement, verification statement or other registration filed or issued at any time in respect of the Security Agreement. The Debtor hereby acknowledges and ratifies all Canadian Intellectual Property Office filings, United States Patent and Trademark Office

filings, PPSA filings, UCC filings and other necessary filings and registrations effected in connection herewith.

All capitalized terms used and not otherwise defined in this acknowledgement shall have the meanings ascribed to them in the Commitment Letter (as defined in the Security Agreement).

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Dated as of this ____ day of _____, 2020.

HELCIM INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

APPENDIX 1 Attached to and forming part of an Intellectual Property Security Agreement dated as of the 27 day of May, 2020 executed by Helcim Inc. in favour of the Lender

SCHEDULE "A" SUPPLEMENT NO. [●]

[Insert description of additional intellectual property to be included in Schedule "A" to the Intellectual Property Security Agreement]

The undersigned **HELCIM INC.** (the "**Debtor**") acknowledges and agrees that each of the above-described intellectual property is included in Schedule "A" to the Intellectual Property Security Agreement dated as the 27 day of May 2020 (as amended, modified, supplemented, restated or replaced, from time to time, the "**Security Agreement**") issued by the Debtor in favour of the Lender, and such intellectual property is subject to an assignment, transfer, conveyance and security interest in favour of the Lender pursuant to Section 2 of the Security Agreement. To secure the payment of all present and future indebtedness, liabilities and obligations of the Debtor to the Lender and the other Obligations (as defined in the Security Agreement), and the due performance by the Debtor of all and each of the covenants, provisos and conditions expressed or implied in the Security Agreement, the Debtor hereby assigns, transfers and conveys to the Lender and grants to the Lender a security interest in and to the intellectual property described above and assigns, mortgages and charges in favour of the Lender and grants to the Lender a security interest in all present and future proceeds arising from any of the intellectual property described above.

All capitalized terms used and not otherwise defined in this acknowledgement shall have the meanings ascribed to them in the Commitment Letter (as defined in the Security Agreement).

DATED this __ day of _____, 2020.

HELCIM INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

[I/We have the authority to bind the Debtor.]