

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM584390

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Vision Critical Communications Inc.		06/29/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Vistara General Partner III Inc.
Street Address:	1622 West 7th Avenue
Internal Address:	Suite 200
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V6J 1S5
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5130986	BERA
Serial Number:	87355992	RELATIONSHIP MEMORY
Registration Number:	4470314	VISION CRITICAL INSIGHT COMMUNITIES
Registration Number:	4470313	VISION CRITICAL INSIGHT COMMUNITY
Registration Number:	4646774	PRESSLY
Registration Number:	3983036	VISION CRITICAL
Registration Number:	3983035	VISIONCRITICAL
Registration Number:	4107688	SPARQ

CORRESPONDENCE DATA

Fax Number: 3128767934

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.

Phone: 3142595816

Email: trademarks.us@dentons.com

Correspondent Name: Katie Krutzsch

Address Line 1: One Metropolitan Square

Address Line 2: Suite 3000

Address Line 4: St. Louis, MISSOURI 63102

OP \$215.00 5130986

ATTORNEY DOCKET NUMBER:	15801347-000004
NAME OF SUBMITTER:	Katie Krutzsch, Paralegal
SIGNATURE:	/katie krutzsch/
DATE SIGNED:	07/02/2020
Total Attachments: 7 source=115080547_1#page1.tif source=115080547_1#page2.tif source=115080547_1#page3.tif source=115080547_1#page4.tif source=115080547_1#page5.tif source=115080547_1#page6.tif source=115080547_1#page7.tif	

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 29, 2020, between VISTARA GENERAL PARTNER III INC. a British Columbia corporation, in its capacity as administrative agent and collateral agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, “**Agent**”) and VISION CRITICAL COMMUNICATIONS INC., a corporation subsisting under the Canada Business Corporations Act (together with its successors and assigns, “**Grantor**”).

RECITALS

A. Agent and Grantor are entering into that certain Credit Agreement dated as of June 29, 2020, among Grantor, as borrower, the Persons party thereto from time to time as lenders (collectively, the “**Lenders**”) and Agent (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. All of the present and future Obligations of Grantor, 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 and Agent hereby agree:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Agent and the Lenders, to secure 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, “**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 Agent 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 the Federal Electronic Signatures in Global and National Commerce Act, the New York Uniform Electronic Transactions Act, or any other similar state laws 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.

[Remainder of page intentionally left blank.]

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

Address of Grantor:

Vision Critical Communications Inc.
2 Bloor Street East, Suite 1700
Toronto, Ontario M4W 1A8

Attention: Ross Wainwright
Chief Executive Officer
Email: ross.wainwright@visioncritical.com

GRANTOR:

VISION CRITICAL COMMUNICATIONS INC.,
a corporation subsisting under the Canada Business
Corporations Act

Per: Vinod Hariharan
Name: Vinod Hariharan
Title: Chief Financial Officer

Address of Agent:

Vistara General Partner III Inc.
Suite 200, 1622 West 7th Avenue
Vancouver, British Columbia V6J 1S5

Attention: Randy Garg and
Kathleen Kaulins
Email: randy@vistaracapital.com
kathleen@vistaracapital.com

AGENT:

VISTARA GENERAL PARTNER III INC., a British
Columbia corporation, as Agent

Per: _____
Name: _____
Title: _____

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

Address of Grantor:

Vision Critical Communications Inc.
2 Bloor Street East, Suite 1700
Toronto, Ontario M4W 1A8

Attention: Ross Wainwright
Chief Executive Officer
Email: ross.wainwright@visioncritical.com

GRANTOR:

VISION CRITICAL COMMUNICATIONS INC.,
a corporation subsisting under the Canada Business Corporations Act

Per: _____
Name: _____
Title: _____

Address of Agent:

Vistara General Partner III Inc.
Suite 200, 1622 West 7th Avenue
Vancouver, British Columbia V6J 1S5

Attention: Randy Garg and
Kathleen Kaulins
Email: randy@vistaracapital.com
kathleen@vistaracapital.com

AGENT:

VISTARA GENERAL PARTNER III INC., a British Columbia corporation, as Agent

DocuSigned by:
Ranjan Garg
Per: _____
Name: Ranjan Garg
Title: Managing Partner

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

Title	Country	Application Number	Application Date	Publication Number
SYSTEM AND METHOD OF PROVIDING INTERACTIVE DATA ANALYSIS WITH VARYING SUBJECTIVE PARAMETERS	US	US2008102652A	April 14, 2008	US8031195B2
SYSTEM AND METHOD OF PROVIDING COMPOUND ANSWERS TO SURVEY QUESTIONS	US	US20140272898A1	March 15, 2013	US20140272898A1
DATA COLLECTION METHOD AND APPARATUS	US	US20120221686A1	February 6, 2012	US20120221686A1
SYSTEM AND METHOD OF PROVIDING AN ONLINE SURVEY AND SUMMARIZING SURVEY RESPONSE DATA	US	US20100306024A1	May 29, 2009	US20100306024A1

EXHIBIT C
TRADEMARKS

DESCRIPTION	REGISTRATION/ SERIAL NUMBER	REGISTRATION/ APPLICATION DATE
BERA	SN: 86071922 RN: 5130986	January 31, 2017
RELATIONSHIP MEMORY	SN: 87355992	March 2, 2017
VISION CRITICAL INSIGHT COMMUNITIES	RN: 4470314 SN: 85956563	January 21, 2014
VISION CRITICAL INSIGHT COMMUNITY	RN: 4470313 SN: 85956553	January 21, 2014
PRESSLY	RN: 4646774 SN: 85587086	November 25, 2014
VISION CRITICAL	RN: 3983036 SN: 77377161	June 28, 2011
VISIONCRITICAL	RN: 3983035 SN: 77377158	June 28, 2011
SPARQ	RN: 4107688 SN: 85223088	March 6, 2012