

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587002

<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>
NetGovern Inc.		06/30/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Bank, National Association		
<b>Street Address:</b>	2450 Colorado Avenue		
<b>Internal Address:</b>	Suite 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88046133	NETGOVERN	
<b>Serial Number:</b>	88046146	NETGOVERN	
<b>Serial Number:</b>	88046149	NETGOVERN	
<b>Serial Number:</b>	88046160	NG	
<b>Registration Number:</b>	4043536	NETMAIL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022801177		
<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>	9042472620		
<b>Email:</b>	eastdocket@holleymenker.com		
<b>Correspondent Name:</b>	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
<b>Address Line 1:</b>	PO Box 331937		
<b>Address Line 4:</b>	ATLANTIC BEACH, FLORIDA 32233		
<b>NAME OF SUBMITTER:</b>	James R. Menker		
<b>SIGNATURE:</b>	/JMENKER/		
<b>DATE SIGNED:</b>	07/16/2020		
<b>Total Attachments: 7</b>			

OP \$140.00 88046133

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**INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of June 30, 2020, is made by NetGovern Inc. (the **Grantor**) in favor of Wells Fargo Bank, National Association (in its capacity as agent, the **Secured Party**).

**WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of (i) the Canadian trademarks and the Canadian patents application listed in Schedule "A" hereto (the **Canadian IP**), and (ii) the United States trademarks listed in Schedule "B" hereto (the **US Trademarks** and together with the Canadian IP, the **Intellectual Property**).

**WHEREAS** NetGovern Acquisition, Inc. ("**NetGovern**"), as predecessor of the Grantor, granted a hypothec in favour of the Secured Party (in its capacity as hypothecary representative) on *inter alia*, the Intellectual Property, pursuant to a deed of hypothec entered into on June 26, 2020 (the **Deed of Hypothec**).

**WHEREAS** effective as of June 30, 2020, NetGovern amalgamated with NetGovern Inc. under the laws of Canada (the **Amalgamation**), with the Grantor being the entity resulting from the Amalgamation.

**WHEREAS** further to the Amalgamation, the Grantor has entered into an acknowledgement, confirmation and reaffirmation agreement (the **Confirmation Agreement**) in order to, *inter alia*, reaffirm the security granted by the Deed of Hypothec.

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the hypothec created under the Deed of Hypothec on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Confirmation Agreement, pursuant to which the Grantor has reaffirmed the security granted by the Deed of Hypothec in favour of the Secured Party on, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian IP.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

**IN WITNESS WHEREOF**, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

**NETGOVERN INC.,**

as Grantor


By:  \_\_\_\_\_

Name: Ryan Milligan

Title: Vice President, Secretary and  
Assistant Treasurer




[Signatures continue on next page]

**WELLS FARGO BANK, NATIONAL ASSOCIATION,**  
as Secured Party

By:   
Name: Marsha Mansour  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE "A"  
CANADIAN TRADEMARKS

TRADEMARK	APPLICATION/REGISTRATION DATE	REGISTRATION NO./ APPLICATION NO.
NETMAIL PST RADAR	2012-06-28	REG. NO. TMA827277
PST RADAR	2012-06-28	REG. NO. TMA827278
M+	2010-04-23	REG. NO. TMA764932
NG & DESIGN 	2018-04-25	APP. NO. 1895723
NETGOVERN	2018-04-25	APP. NO. 1895707
NETGOVERN & DESIGN 	2018-04-25	APP. NO. 1895721
NETGOVERN & DESIGN 	2018-04-25	APP. NO. 1895711

CANADIAN PATENTS


TITLE	ISSUE/FILED DATE	APPLICATION NO./ REGISTRATION NO.
METHOD AND SYSTEM FOR MANAGING ELECTRONIC DOCUMENTS BASED ON SENSITIVITY OF INFORMATION	2019-05-10	3042934

<b>METHOD AND SYSTEM FOR MANAGING ELECTRONIC DOCUMENTS BASED ON SENSITIVITY OF INFORMATION</b>	<b>2019-05-10</b>	<b>16409229</b>
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SCHEDULE "B"

UNITED STATES TRADEMARKS

TRADEMARK	APPLICATION/REGISTRATION DATE	REGISTRATION NO./ APPLICATION NO.
NETGOVERN	7/20/2018	88/046,133
netgovern	7/20/2018	88/046,146
netgovern	7/20/2018	88/046,149
	7/20/2018	88/046,160
NETMAIL	10/18/2011	4,043,536