

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM605482

<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>
SSIMWAVE INC.		10/16/2020	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SILICON VALLEY BANK		
<b>Street Address:</b>	3003 TASMAN DRIVE, HG-150		
<b>City:</b>	SANTA CLARA		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95054		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5487875	THE ULTIMATE VIEWING EXPERIENCE	
<b>Registration Number:</b>	5359485	SSIMPLUS	
<b>Registration Number:</b>	5446281	SSIMWAVE	
<b>Registration Number:</b>	5493678	VI	
<b>Registration Number:</b>	5645546	VIEWER INTELLIGENCE	
<b>Registration Number:</b>	5370182	S	
<b>Registration Number:</b>	5370183	S	
<b>Serial Number:</b>	88320071	THE SCIENCE OF SEEING	
<b>Serial Number:</b>	88362615	STREAM SMART	
<b>Serial Number:</b>	88585683	SUBSCRIBER SCORE	
<b>Serial Number:</b>	88597584	VIDEO QUALITY HAS A NUMBER	
<b>Serial Number:</b>	88597667	TUNE IT IN	
<b>Serial Number:</b>	90071557	STUDIO SCORE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125548015		
<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>	3125548000		
<b>Email:</b>	blc@pattishall.com		

CH \$340.00 5487875

**Correspondent Name:** Bradley L. Cohn  
**Address Line 1:** 200 S. Wacker Drive, Suite 2900  
**Address Line 2:** Pattishall, McAuliffe, Newbury & Hilliar  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 840-1-2

**NAME OF SUBMITTER:** Bradley L. Cohn

**SIGNATURE:** /bradleycohn/

**DATE SIGNED:** 10/28/2020

**Total Attachments: 5**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of October 16, 2020 by and between **SILICON VALLEY BANK**, a California banking corporation (“**Bank**”) and **SSIMWAVE INC.**, a corporation incorporated under the laws of Canada (“**Grantor**”).

### RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “**Loans**”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantor, and SSIMWAVE USA INC. dated May 19, 2020, as amended (as same may be further amended, modified or supplemented from time to time, the “**Loan Agreement**”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make certain financial accommodations to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor’s obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

1. Grant of Security Interest. To secure Borrower’s obligations to Bank, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its intellectual property (all of which shall collectively be called the “**Intellectual Property Collateral**”), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the “**Copyrights**”);

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the “**Mask Works**”);

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, 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;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

5. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction).

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**SSIMWAVE INC.**


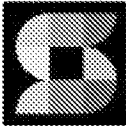
By: Abdul Rehman  
Abdul Rehman  
President

BANK:

**SILICON VALLEY BANK**

By: Christopher Leary  
Chris Leary  
Director

**UNITED STATES**

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<b>THE ULTIMATE VIEWING EXPERIENCE</b>	Registration #:5487875	Registration Date: June 5, 2018
<b>SSIMPLUS</b>	Registration #:5359485	Registration Date: December 19, 2017
<b>SSIMWAVE</b>	Registration #:5446281	Registration Date: April 17, 2018
<b>VI</b>	Registration #:5493678	Registration Date: June 12, 2018
<b>VIEWER INTELLIGENCE</b>	Registration #:5645546	Registration Date: January 1, 2019
	Registration #:5370182	Registration Date: January 2, 2018
	Registration #:5370183	Registration Date: January 2, 2018
<b>THE SCIENCE OF SEEING</b>	Application #: 88320071	Application Date: February 28, 2019
<b>STREAM SMART</b>	Application #: 88362615	Application Date: March 29, 2019
<b>SUBSCRIBER SCORE</b>	Application #: 88585683	Application Date: August 20, 2019
<b>VIDEO QUALITY HAS A NUMBER</b>	Application #: 88597584	Application Date: August 29, 2019
<b>TUNE IT IN</b>	Application #: 88597667	Application Date: August 29, 2019
<b>STUDIO SCORE</b>	Application #: 90071557	Application Date: July 24, 2020