

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608962

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Visions Computer Imaging Systems Ltd.		11/13/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West, 13th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4694715	PARAMETRX	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna-Lynn Clark		
Address Line 1:	Dentons Canada LLP		
Address Line 2:	99 Bank Street, Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	11/16/2020		
Total Attachments: 5			
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OP \$40.00 4694715

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Visions Computer Imaging Systems Ltd. (the "**Grantor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Grantor has delivered a general security agreement executed on or about the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to The Bank of Nova Scotia (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Grantor pledges, assigns, mortgages, charges and hypothecates to the Secured Party, and grants to the Secured Party a security interest in, inter alia, all present and future intangibles of the Grantor, including all of its present and future goodwill, intellectual property (including all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Grantor now or in the future has any right, title or interest) and choses in action of every nature and kind, including the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Grantor wishes to confirm the granting of the Security Interest;

AND WHEREAS the Grantor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement and this Confirmation, the Grantor hereby confirms the granting of the Security Interest to the Secured Party.

The Grantor agrees that this Confirmation may be recorded with the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

The Grantor authorizes the filing by the Secured Party of financing or continuation statements, or amendments thereto, and the Grantor will execute and deliver to the Secured Party such other instruments or notices, as may be necessary or as the Secured Party may reasonably request, in order to perfect and preserve the security interest granted and purported to be granted hereby.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Grantor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation may be executed by facsimile or pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

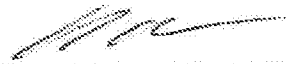
This Confirmation shall be governed by and construed in accordance with, the internal laws of the State of Delaware, except to the extent the validity or perfection of the Security Interest, or remedied hereunder in respect of the security interest in the intellectual property described hereunder is governed by the laws of a jurisdiction other than the State of Delaware.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 13th day of November, 2020.

GRANTOR:

VISIONS COMPUTER IMAGING SYSTEMS LTD.

Per: 
Name: Andrew Delure
Title: President

I have the authority to bind the Grantor.

SECURED PARTY:

THE BANK OF NOVA SCOTIA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Secured Party.

DATED as of the 13th day of November, 2020.

GRANTOR:

VISIONS COMPUTER IMAGING SYSTEMS LTD.

By: _____
Name: Andrew William Larkin Deluce
Title: President and Chief Financial Officer

I have the authority to bind the Grantor.

SECURED PARTY:

THE BANK OF NOVA SCOTIA

Per: 
Name: Justin Marchesseault
Title: Associate Director & Principal

Per: _____
Name:
Title:

I/We have the authority to bind the Secured Party.

**SCHEDULE A
INTELLECTUAL PROPERTY**

05 3.1(w) PARAMETRIX trademark

Certificate of a registered US service mark PARAMETRIX owned by Visions Computer Imaging Systems Ltd. A service mark is a trademark that is registered in respect of use in association with services, as opposed to products and is primarily a US term. The mark is registered for use in association with the services "Custom design and development of software for automatically generating computer aided design drawings, 3D models, specifications and technical documents for manufactured building products." The mark is currently in good standing at the USPTO. No assignment is recorded. Its next renewal date is Mar. 03, 2021. After this date it may be renewed until Sep. 03, 2021 with a late fee. No Canadian corresponding trademark appears to be of record at CIPO using a CIPO based search.