

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625109

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900584055		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Newtopia Inc.		12/04/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	4715 Tahoe Boulevard		
City:	Mississauga		
State/Country:	CANADA		
Postal Code:	L4W 0B4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4301936	NEWTOPIA	
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:	16178037040		
Email:	larry.robins@fisherbroyles.com		
Correspondent Name:	Larry Robins		
Address Line 1:	4 MacQuarrie Lane		
Address Line 4:	Westford, MASSACHUSETTS 01886		
ATTORNEY DOCKET NUMBER:	9168.0001		
NAME OF SUBMITTER:	Lawrence R. Robins		
SIGNATURE:	/Lawrence R. Robins/		
DATE SIGNED:	02/08/2021		
Total Attachments: 13			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of December 4, 2020, is made by NEWTOPIA INC., a corporation existing under the laws of Ontario (together with its successors and permitted assigns, the “**Grantor**”), in favour of THE BANK OF NOVA SCOTIA as Lender (as defined below).

WHEREAS pursuant to a commitment letter made as of October 2, 2020 between the Grantor, as borrower, and The Bank of Nova Scotia, as lender (the “**Lender**”) and the Terms and Conditions Sheet, Schedule A, Schedule B, Schedule C, Schedule D and Schedule E attached thereto (collectively, as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Commitment Letter**”) the Lender has required the Grantor, *inter alia*, to enter into this IP Security Agreement with the Lender. Terms defined in the Commitment Letter and not otherwise defined herein have the meanings specified in the Commitment Letter.

AND WHEREAS, under the terms of the general security agreement dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”), the Grantor has granted to the Lender a security interest in, among other property, any and all intellectual and industrial property, whether recorded or not and regardless of form or method of recording, including all works in which copyright subsists or may subsist (such as computer software), data bases (whether or not protected by copyright), designs, documentation, manuals, specifications, industrial designs, trade secrets, confidential information, ideas, concepts, knowhow, patents, trademarks, service marks, trade names, domain names, discoveries, inventions, formulae, recipes, product formulations, processes and processing methods, technology and techniques, improvements and modifications, integrated circuit topographies and mask works of the Grantor, together with all applications for the foregoing items and all registrations and patents based on such applications (the “**Intellectual Property**”), and the Grantor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and similar intellectual property offices in any other jurisdiction (each, an “**IP Office**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Lender a security interest in all of the Grantor's right, title and interest in and to all the Intellectual Property, whether now owned, licensed or hereafter acquired, including, but not limited to, the following:

- (a) the patents and patent applications set forth in Schedule A hereto (the “**Patents**”);
- (b) the trademark and service mark registrations and applications set forth in Schedule B hereto, together with the related marks and goodwill symbolized thereby (the “**Trademarks**”);

- (c) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (d) all industrial designs and industrial design registrations set forth in Schedule D hereto (the “**Industrial Designs**”);
- (e) all domain names set forth in Schedule E hereto (the “**Domain Names**”);
- (f) all reissues, divisions, continuations, continuations-in-part, extensions, patents of addition, certificates of correction, substitutions, renewals, reexaminations, foreign counterparts and foreign equivalents of any of the foregoing, as applicable, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;
- (g) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;
- (h) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the collateral of or arising from any of the foregoing; and
- (i) any and all of the foregoing that has been licensed to the Grantor by a third party.

SECTION 2. Security for Obligations. The grant of a security interest in the Intellectual Property by the Grantor under this IP Security Agreement secures the due and timely payment and performance by the Grantor of all Obligations (as defined in the GSA), including but not limited to, obligations owing by the Grantor to the Lender in connection with the Commitment Letter and the other Credit Documents.

SECTION 3. Representations, Warranties and Covenants.

- (a) A true and complete listing of all Patents, Trademarks, Copyrights, Industrial Designs and Domain Names owned or controlled by the Grantor or licensed to the Grantor is set forth respectively, on Schedules A, B, C, D and E hereto, separately identifying, as applicable, that owned and licensed to the Grantor and including for each of the foregoing items (1) the owner, (2) the title, (3) the jurisdiction in which such item has been registered or otherwise arises or in which an application for registration has been filed, (4) as applicable, the registration or application number and registration or application date and (5) any licenses (“**IP Licenses**”) or other rights (including franchises) granted by a third party to the Grantor or granted by the Grantor to a third party with respect thereto.

(b) As of the date hereof, all Intellectual Property owned by the Grantor is valid, in full force and effect, subsisting, unexpired and enforceable, and no Intellectual Property has been abandoned. No breach or default of any IP License shall be caused by any of the following, and none of the following shall limit or impair the ownership, use, validity or enforceability of, or any rights of the Grantor in, any Intellectual Property: (i) the consummation of the transactions contemplated by any Credit Document or (ii) any holding, decision, judgment or order rendered by any governmental authority. There are no pending (or, to the knowledge of the Grantor, threatened) actions, investigations, suits, proceedings, audits, claims, demands, orders or disputes challenging the ownership, use, validity, enforceability of, or the Grantor's rights in, any Intellectual Property of the Grantor. To the Grantor's knowledge, there is not, nor has been, any infringement, misappropriation, dilution, violation or other impairment of any Intellectual Property of the Grantor. None of the Grantor, or to the Grantor's knowledge, any other party thereto, is in material breach or default of any IP License.

(c) The Grantor shall provide prompt notice to the Lender if any Intellectual Property owned by it as of the date hereof or acquired hereafter from time to time is registered with any IP Office, concurrently with updated Schedules A, B, C, D or E to this IP Security Agreement, as applicable, for recording with each applicable IP Office.

(d) The Grantor shall (and shall cause all its licensees to) (i) (1) continue to use each Trademark in order to maintain such Trademark in full force and effect with respect to each class of goods for which such Trademark is currently used, free from any claim of abandonment for non-use, (2) maintain at least the same standards of quality of products and services offered under such Trademark as are currently maintained, (3) use such Trademark with the appropriate notice of registration and all other notices and legends required by applicable law, (4) not adopt or use any other Trademark that is confusingly similar or a colorable imitation of such Trademark unless the Lender shall obtain a perfected security interest in such other Trademark pursuant to this IP Security Agreement and (ii) not do any act or omit to do any act whereby (x) such Trademark (or any goodwill associated therewith) may become destroyed, invalidated, impaired or harmed in any way, (y) any portion of the Copyrights may become invalidated, otherwise impaired or fall into the public domain, or (z) any Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public.

(e) The Grantor shall notify the Lender promptly if it knows, or has reason to know, that any application or registration relating to any Intellectual Property may become forfeited, misused, unenforceable, abandoned or dedicated to the public, or of any adverse determination or development regarding the validity or enforceability or such Grantor's ownership of, interest in, right to use, register, own or maintain any Intellectual Property (including the institution of, or any such determination or development in, any proceeding relating to the foregoing in any IP Office). Such Grantor shall take all actions that are necessary or reasonably requested by the Lender to maintain and pursue each application (and to obtain the

relevant registration or recordation) and to maintain each registration and recordation included in the Intellectual Property.

(f) The Grantor shall not knowingly do any act or omit to do any act to infringe, misappropriate, dilute, violate or otherwise impair the Intellectual Property of any other person. In the event that any Intellectual Property of the Grantor is or has been infringed, misappropriated, violated, diluted or otherwise impaired by a third party, the Grantor shall take such action as it reasonably deems appropriate under the circumstances in response thereto, including promptly bringing suit and recovering all damages therefor.

(g) Upon the occurrence of an Event of Default, the Grantor shall execute and deliver to the Lender in form and substance reasonably acceptable to the Lender and suitable for recording with the appropriate Internet domain name registrar, a duly executed form of assignment for all Domain Names of the Grantor set out in Schedule E hereto (together with appropriate supporting documentation as may be requested by the Lender).

(h) The Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Intellectual Property (other than the Intellectual Property licensed to the Grantor under the IP Licenses), free and clear of any encumbrances, other than permitted encumbrances, as may be consented by the Lender from time to time, in its sole discretion.

(i) The Grantor shall not create, incur, assume or permit to exist any encumbrance upon any of the Intellectual Property except in favour of the Lender or as otherwise permitted pursuant to the terms of the Commitment Letter.

(j) The Grantor shall not dispose of all or any part of the Intellectual Property, whether now owned or hereafter acquired, or grant any licenses in respect of the Intellectual Property, except as otherwise permitted under the Commitment Letter.

(k) The IP Licenses provide the Grantor with the full right, power and authority to practice, use and exercise the Intellectual Property rights licensed under the IP Licenses for purposes of conducting the Grantor's business as currently performed and as contemplated for the future.

(l) All IP Licenses granted to the Grantor are set forth in written agreements executed by the Grantor and the applicable third party licensor ("**License Agreements**"), and the Grantor is in full compliance with the terms and conditions of the License Agreements.

(m) The Grantor shall notify the Lender promptly if it knows, or has reason to know, that the Grantor has breached or has allegedly breached any License Agreement or that any License Agreement has terminated or expired. The Grantor shall take all actions that are necessary or reasonably requested by the Lender to cure or otherwise reinstate such License Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Lender with respect to the Intellectual Property are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 5. Recordation. The Grantor authorizes and requests that each applicable IP Office record this IP Security Agreement.

SECTION 6. First Priority. The security interest granted hereunder shall provide the Lender with a first priority security interest, having priority over any other security interests in the Intellectual Property.

SECTION 7. Further Assurances. The Grantor shall, upon request of the Lender, execute any and all papers desired by the Lender for the filing and recording of the security interest granted hereunder with any IP Office and for otherwise fully effectuating, recording and perfecting the Grantor's rights under this IP Security Agreement.

SECTION 8. Power of Attorney. The Grantor hereby irrevocably designates and appoints the Lender and its duly authorized officers and agents as the Grantor's agents and attorneys-in-fact, which appointment is coupled with an interest, to act for and on the Grantor's behalf to execute, verify and file any documents or instruments for the Lender's purposes of effectuating, recording and perfecting the Grantor's rights under this IP Security Agreement, all with the same legal force and effect as if executed, filed or performed by the Grantor.

SECTION 9. Severability. In the event that, and only to the extent that: (a) any provision of this IP Security Agreement violates the applicable law of any country or jurisdiction in which this IP Security Agreement is recorded, registered or asserted for legal purposes; or (b) any court of competent jurisdiction adjudges any provision of this IP Security Agreement to be invalid or unenforceable, such violation or judgment shall not affect, impair or otherwise invalidate the remainder of this IP Security Agreement in such country or jurisdiction, but shall be confined in its operation to the specific provision of this IP Security Agreement which gave rise to such violation or judgment.

SECTION 10. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page of this IP Security Agreement by telecopy or by sending a scanned copy by electronic mail shall be effective as delivery of an manually executed counterpart of this IP Security Agreement.

SECTION 11. Electronic Execution. This IP Security Agreement may be signed by way of associating or otherwise appending an electronic signature or other facsimile signature of the applicable signatory and the words "execution", "signed", "signature", and words of like import in this IP Security Agreement shall be deemed to include electronic signature or other

facsimile signature, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature.

SECTION 12. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

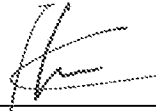
NEWTOPIA INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:


THE BANK OF NOVA SCOTIA

By:  _____
Name: Kenneth Pham
Title: Associate Director - Technology & Innovation Banking

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

NEWTOPIA INC.

By: 
Name: Jeffrey Ruby
Title: CEO

By: _____
Name:
Title:

ACCEPTED and ACKNOWLEDGED by:

THE BANK OF NOVA SCOTIA

By: _____
Name:
Title:

By: _____
Name:
Title:

Schedule A
to
Intellectual Property Security Agreement

PATENTS

Canadian Issued Patent

	Patent No.	Title	Filing Date	Current Owner
1.	2726958	SYSTEM, METHOD AND COMPUTER PROGRAM FOR WEIGHT, LIFESTYLE AND/OR DISEASE MANAGEMENT INTEGRATING NUTRITION, EXERCISE AND BEHAVIOUR MANAGEMENT	2011-01-07	NEWTOPIA INC.

US Issued Patent

	Serial No. Publication No. Patent No.	Title	Filing Date	Current Owner / Most Recent Assignee
1.	12/713,911 US 2011-0172497 A1 9,554,754	System, Method and Computer Program for Weight, Lifestyle and/or Disease Management Integrating Nutrition, Exercise and Behaviour Management	02-26-2010	NEWTOPIA INC.

Schedule B
to
Intellectual Property Security Agreement

TRADEMARKS

Canadian Trademark Registrations

<u>Owner</u>	<u>Mark / Design</u>	<u>Jurisdiction of Registration / Application</u>	<u>Registration Number. & Date</u>	<u>License Agreement</u>
Newtopia Inc.	NEWTOPIA	Canada App 1521468 App 23-MAR-2011	Reg TMA832780 Reg 26-SEP-2012	N/A
Newtopia, Inc.	newtopia & DESIGN newtopia	Canada App 1401576 App 19-JUN-2008	Reg TMA796755 Reg 06-MAY-2011	N/A
Newtopia, Inc.	NEWTOPIA	Canada App 1401577 App 19-JUN-2008	Reg TMA796756 Reg 06-MAY-2011	N/A

US Trademark Registration

<u>Owner</u>	<u>Mark / Design</u>	<u>Jurisdiction of Registration / Application</u>	<u>Registration Number. & Date</u>	<u>License Agreement</u>
Newtopia, Inc.	NEWTOPIA NEWTOPIA	App 85270952 App 18-MAR-2011	Reg 4301936 Reg 12-MAR-2013	N/A

Schedule C
to
Intellectual Property Security Agreement

COPYRIGHTS

Nil.

Schedule D
to
Intellectual Property Security Agreement

INDUSTRIAL DESIGNS

Nil.

Schedule E
to
Intellectual Property Security Agreement

www.newtopia.com

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