

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625314

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900584964		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PrecisionHawk Canada Inc.		01/10/2020	Corporation: NEW BRUNSWICK
RECEIVING PARTY DATA			
Name:	Eastward Fund Management, LLC		
Street Address:	432 Cherry Street		
City:	West Newton		
State/Country:	MASSACHUSETTS		
Postal Code:	02465		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	88495171	PRECISIONHAWK	
Serial Number:	88495184	PRECISIONFLIGHT	
Serial Number:	88465061	PRECISIONANALYTICS	
Serial Number:	87710205	UPLIFT DATA PARTNERS	
Serial Number:	87710232	UPLIFT	
Registration Number:	4697540	DATAMAPPER	
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:	416-869-5478		
Email:	saftab@cassels.com		
Correspondent Name:	Sazia Aftab, Cassels Brock & Blackwell		
Address Line 1:	Suite 2100, Scotia Plaza, 40 King St. W.		
Address Line 4:	Toronto, Ontario, CANADA M5H 3C2		
ATTORNEY DOCKET NUMBER:	49473-4		
NAME OF SUBMITTER:	Sazia Aftab		
SIGNATURE:	/saftab/		

DATE SIGNED:	02/09/2021
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Total Attachments: 6

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SHORT FORM INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated January 10, 2020 is made by **PrecisionHawk Canada Inc.**, a corporation incorporated under the laws of New Brunswick (the "**Pledgor**"), in favour of **Eastward Fund Management, LLC** in its capacity as secured party (the "**Secured Party**") under the general security agreement (as amended, amended and restated, renewed, extended, supplemented, replaced or otherwise modified from time to time in accordance with the provisions hereof, the "**GSA**") dated as of January 10, 2020 among the Pledgor and the Secured Party.

WHEREAS, pursuant to the GSA, the Pledgor has granted to the Secured Party, as security for the Secured Obligations (as such term is defined in the GSA) (the "**Obligations**"), a security interest in, among other property, certain intellectual property of the Pledgor.

WHEREAS the Pledgor has agreed to execute this IP Security Agreement for recording with the Canadian Intellectual Property Office and the United States Patent and Trademark Office.

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

SECTION 1. Grant of Security. The Pledgor hereby grants to the Secured Party a security interest in, and confirms the grant of a security interest by the Pledgor on the terms and conditions of the GSA of, all of the Pledgor's right, title and interest in and to the rights in all of the intellectual property that are owned by or licensed to the Pledgor, including but not limited to those set forth in Schedule A hereto, as such schedule may be amended, restated or otherwise modified from time to time (collectively, the "**Collateral**").

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Pledgor under this IP Security Agreement and under the GSA secures the payment of all Obligations of the Pledgor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. This IP Security Agreement has been executed and delivered by the Pledgor for the purpose of recording the grant of security interest herein and in the GSA, with the Canadian Intellectual Property Office and United States Patent and Trademark Office. The Pledgor authorizes and requests that the Registrar of Copyrights, the Commissioner of Patents and the Registrar of Trademarks and any other equivalent government officials to record and register this IP Security Agreement.

SECTION 4. 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 to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Pledgor does hereby acknowledge and confirm that each of the grant of the security interest hereunder and under the GSA, and the rights and remedies of the Secured Party with respect to the Collateral, are more fully set forth in the GSA and such other documents as may be entered into in connection therewith from time to time. The terms and provisions of the GSA are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the GSA, the terms of the GSA shall govern.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario.


SECTION 7. Severability. In case any one or more of the provisions contained in this IP Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Signature page follows]

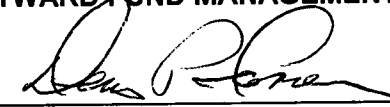
This IP Security Agreement has been executed by the parties.

PRECISIONHAWK CANADA INC.

By: 
Name: Gita Bhawani
Title: Treasurer

EASTWARD FUND MANAGEMENT, LLC

By: _____



Name: Dennis P. Cameron
Title: Authorized Person

Schedule A

TRADEMARKS

Country	Trademark	App. No. / Reg. No.	Owner
USA	PRECISIONHAWK PrecisionHawk	App 88495171	PRECISIONHAWK CANADA INC.
USA	PRECISIONFLIGHT PRECISIONFLIGHT	App 88495184	PRECISIONHAWK CANADA INC.
USA	PRECISIONANALYTICS PrecisionAnalytics	App 88465061	PRECISIONHAWK CANADA INC.
USA	UPLIFT DATA PARTNERS UPLIFT DATA PARTNERS	App 87710205	PRECISIONHAWK CANADA INC.
USA	UPLIFT UPLIFT	App 87710232	PRECISIONHAWK CANADA INC.
USA	DATAMAPPER DATAMAPPER	App 86422589 Reg 4697540 Registered Supplemental Register	PRECISIONHAWK CANADA INC.

PATENTS

Country	Patent	App. No.	Owner
USA	METHOD AND SYSTEM FOR GENERATING AUGMENTED REALITY AGRICULTURAL PRESENTATIONS	US 2016/0307373 A1	PRECISIONHAWK CANADA INC.
USA	METHOD AND SYSTEM FOR GENERATING AUGMENTED REALITY AGRICULTURAL PRESENTATIONS	US 9,928,659	PRECISIONHAWK CANADA INC.
USA	AUTOMATED UN-MANNED AIR TRAFFIC CONTROL SYSTEM	US 2016/0196750 A1	PRECISIONHAWK CANADA INC.
USA	AUTOMATED UN-MANNED AIR TRAFFIC CONTROL SYSTEM	US PAT 9,875,657	PRECISIONHAWK CANADA INC.
USA	UNMANNED AERIAL VEHICLE	US 2014/0332620 A1	PRECISIONHAWK CANADA INC.
USA	UNMANNED AERIAL VEHICLE	US 8,991,758	PRECISIONHAWK CANADA INC.

Country	Patent	App. No.	Owner
CA	UNMANNED AERIAL VEHICLE	2815850	PRECISIONHAWK CANADA INC.
CA	METHOD AND SYSTEM FOR GENERATING AUGMENTED REALITY AGRICULTURAL PRESENTATIONS	2932744	PRECISIONHAWK CANADA INC.

INDUSTRIAL DESIGNS

Country	Industrial Design	App. No.	Owner
USA	UNMANNED AERIAL VEHICLE	US D730,244 S	PRECISIONHAWK CANADA INC.
USA	UNMANNED AERIAL VEHICLE	US D706,678	PRECISIONHAWK CANADA INC.
USA	UNMANNED AERIAL VEHICLE	US D729,694	PRECISIONHAWK CANADA INC.
CA	UNMANNED AERIAL VEHICLE	155431	PRECISIONHAWK CANADA INC.
CA	UNMANNED AERIAL VEHICLE	155430	PRECISIONHAWK CANADA INC.
CA	UNMANNED AERIAL VEHICLE	151099	PRECISIONHAWK CANADA INC.