

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM636336

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900599137

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COUNTERPATH CORPORATION		02/26/2021	Corporation: NEVADA
ALIANZA INC.		02/26/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	WESTERN ALLIANCE BANK
Street Address:	600 ANTON BLVD.
City:	COSTA MESA
State/Country:	CALIFORNIA
Postal Code:	92626
Entity Type:	Corporation: ARIZONA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	90311100	C
Serial Number:	90310912	CYMBUS
Serial Number:	90311092	CYMBUS
Serial Number:	90310885	ALIANZA
Serial Number:	90310858	ALIANZA
Serial Number:	90311052	C
Serial Number:	90310901	CYMBUS
Serial Number:	90311071	CYMBUS
Registration Number:	3219626	COUNTERPATH
Registration Number:	3923343	
Registration Number:	3923344	
Registration Number:	4194845	BRIA

CORRESPONDENCE DATA

Fax Number: 9497254100

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.

Phone: 9497254000
Email: amina@stradlinglaw.com
Correspondent Name: Arnold V. Mina
Address Line 1: Stradling Yocca Carlson & Rauth, P.C.
Address Line 2: 660 NEWPORT CENTER DRIVE, SUITE 1600
Address Line 4: Newport Beach, CALIFORNIA 92660

ATTORNEY DOCKET NUMBER: 105372-0007

NAME OF SUBMITTER: Arnold V. Mina

SIGNATURE: /Arnold V. Mina/

DATE SIGNED: 04/01/2021

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 26, 2021, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of WESTERN ALLIANCE BANK (“*Western Alliance*”), as Collateral Agent (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”) for the Lenders and the other Secured Parties.

WITNESSETH:

WHEREAS, ALIANZA, INC., a Delaware corporation (the “*Borrower*”), COUNTERPATH MERGER SUB, INC., a Nevada corporation (“*Merger Sub*”), immediately upon consummation of the Closing Date Acquisition, COUNTERPATH CORPORATION, a Nevada corporation (“*CounterPath*”), the Subsidiaries of the Credit Parties that are or become Guarantors pursuant to Section 8.10 of the Credit Agreement, the lenders from time to time party thereto (each a “*Lender*” and, collectively, the “*Lenders*”), Western Alliance, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the “*Administrative Agent*”), the Collateral Agent (Collateral Agent, together with the Administrative Agent, collectively, the “*Agents*” and each an “*Agent*”) and TREE LINE CAPITAL PARTNERS, LLC, as lead arranger, have entered into a Revolving Credit and Term Loan Agreement, dated as of February 26, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”);

WHEREAS, all of the Grantors are party to a Guaranty and Security Agreement dated as of February 26, 2021 in favor of the Collateral Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Guaranty and Security Agreement*”), pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement or the Credit Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages and pledges to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an "intent-to-use" basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement conflicts with any provision of the Guaranty and Security Agreement, the Guaranty and Security Agreement shall govern.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts (including by facsimile or other electronic means), 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. **THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.** In addition, the provisions of Section 8.6, 8.7, 8.8 and 8.12 of the Guaranty and Security Agreement are incorporated herein by reference, *mutatis mutandis*.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ALIANZA, INC., as Grantor

By:  _____

Name: Brian Beutler

Title: CEO

COUNTERPATH CORPORATION, as Grantor

By:  _____

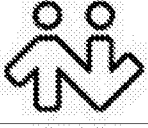
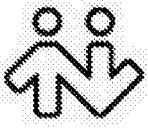
Name: Brian Beutler

Title: CEO

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007245 FRAME: 0872

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Registered Owner	Trademark or Trademark Application	Application/Registration Number	Filing Date
Alianza, Inc.	"C" Logo/Mark	90311100	Nov. 10, 2020
Alianza, Inc.	"CYMBUS" Logo/Mark	90310912	Nov. 10, 2020
Alianza, Inc.	"CYMBUS" Logo/Mark	90311092	
Alianza, Inc.	"ALIANZA" Logo/Mark	90310885	Nov. 10, 2020
Alianza, Inc.	"ALIANZA" Word	90310858	Nov. 10, 2020
Alianza, Inc.	"C" Logo/Mark	90311052	Nov. 10, 2020
Alianza, Inc.	"CYMBUS" Mark/Name	90310901	Nov. 10, 2020
Alianza, Inc.	"CYMBUS" Word	90311071	Nov. 10, 2020
CounterPath Corporation	COUNTERPATH	3,219,626	March 20, 2007
CounterPath Corporation		3,923,343	February 22, 2011
CounterPath Corporation		3,923,344	February 22, 2011
CounterPath Corporation	BRIA	4,194,845	August 21, 2012