

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM638584

<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>
Adlib Publishing Systems Inc.		04/06/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	13TH FLOOR		
<b>Internal Address:</b>	40 KING STREET WEST		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1H1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3365916	ADLIB SOFTWARE	
<b>Registration Number:</b>	3369479	ADLIB	
<b>Registration Number:</b>	5383259	ADLIB	
<b>Registration Number:</b>	5538078	ADLIB ELEVATE	
<b>Registration Number:</b>	5718714	CONTENT ELEVATION PROCESS	
<b>Registration Number:</b>	5718715	PROGRESSIVE CLASSIFICATION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>	3128768000		
<b>Email:</b>	angelica.pogson@dentons.com		
<b>Correspondent Name:</b>	Dentons US LLP		
<b>Address Line 1:</b>	P.O. Box #061080		
<b>Address Line 2:</b>	Wacker Drive Station, Willis Tower		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>NAME OF SUBMITTER:</b>	Samuel fifer		
<b>SIGNATURE:</b>	/Samuel Fifer/		
<b>DATE SIGNED:</b>	04/12/2021		

OP \$165.00 3365916

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of April 6, 2021, by Adlib Publishing Systems Inc., a Ontario corporation having an office at 215 - 3288 South Service Road, Burlington, ON L7N 3H8 (the "Grantor"), in favor of The Bank of Nova Scotia, a Canadian chartered bank, whose address is 13<sup>th</sup> Floor, 40 King Street West, Toronto, ON M5H 1H1 (the "Bank").

### RECITALS

- A. WHEREAS, on March 1<sup>st</sup>, 2021, the Grantor entered into that certain Commitment Letter (as amended, restated, supplemented, replaced or otherwise modified from time to time, the "CL"), pursuant to which the Bank, subject to the terms and conditions contained therein, is to make loans or otherwise to extend credit to the Grantor; and
- B. WHEREAS, under the terms of this Agreement, the Grantor desires to grant to the Bank a security interest in the collateral described herein, to secure any and all indebtedness, liabilities and obligations of the Grantor to the Bank, direct or indirect, contingent or absolute, arising under or in connection with the CL and all loan and security documents delivered by the Grantor to the Bank pursuant thereto (collectively, the "Secured Obligations").
- C. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the CL.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees as follows:

### AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Bank, to secure the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):

a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");

b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, the "Patents");

c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");

d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;

e. any and all source code;

f. any and all design rights which may be available to Grantor;

g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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; and

h. all amendments, renewals and extensions of any of the Copyrights, the Trademarks or the Patents.

2. Grantor hereby confirms that the attached schedules of Grantor's Copyright, Patent and Trademark applications and registrations that are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

3. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

4. Grantor will be entitled to a discharge of this Agreement upon written request by Grantor and full payment, performance and satisfaction of the Secured Obligations and expiration or termination of any and all commitments of Bank to provide loans and other financial accommodations to Grantor. No discharge will be effective unless in writing and executed by Bank.

5. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words "execution," "signed," "signature" and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the Illinois Electronic Commerce Security Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

6. If there is any conflict between the provisions contained in this Agreement and the provisions contained in the Offer of Financing, as such Offer of Financing may be amended, restated or modified from time to time, such that the conflicting provisions cannot reasonably co-exist, then the provisions contained in the Offer of Financing shall govern and shall override the provisions contained in this Agreement. Notwithstanding the foregoing:

- (a) if the Agreement includes a provision or concept that is not contained within the Offer of Financing, that will not be deemed to be a conflict; and
- (b) any provision or concept that is included within the Agreement to enable the Bank to obtain valid, enforceable and first-ranking guarantees and security (as contemplated in the Offer of Financing) within such jurisdiction, will be permitted irrespective of whether it conflicts with the Offer of Financing.

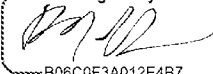
7. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

ADLIB PUBLISHING SYSTEMS INC.

DocuSigned by:  


By: \_\_\_\_\_  
B06C0F3A012E4B7...

Name: Brett Mellon

Title: CEO

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NIL.


EXHIBIT A  
COPYRIGHTS

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EXHIBIT B  
PATENTS

NO.	PATENT TITLE	COUNTRY	STATUS EXPIRY DATE	APPLICATION NO. SERIAL NO.	PCT APPLICATION NO.
1.	CLUSTERING DOCUMENTS BASED ON TEXTUAL CONTENT	US	03-05-2020 Abandoned -- Failure to Respond to an Office Action	15/370,512 filed 12/06/2016	PCT/CA2016/000299 filed 12/06/2016 WO2017/096454A1 published on 06/15/2017

EXHIBIT C  
TRADEMARKS

NO.	TRADEMARK	REGISTRATION NO.	REG. DATE	COUNTRY
1.	ADLIB SOFTWARE	3365916	01/08/2008	US
2.	ADLIB	3369479	01/15/2008	US
3.	ADLIB (Stylized) 	5383259	01/23/2018	US
4.	ADLIB ELEVATE	5538078	08/14/2018	US
5.	CONTENT ELEVATION PROCESS	5718714	04/09/2019	US
6.	PROGRESSIVE CLASSIFICATION	5718715	04/09/2019	US