

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM640899

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	4		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VOXTUR TECHNOLOGIES US, INC.		02/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	First Canadian Place, 100 King St. West		
Internal Address:	18th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1A1		
Entity Type:	BANK: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90203048	ATTORNEY ASSURANCE	
Serial Number:	90099381	INFOEX	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	16124926819		
Email:	ip.docket@dorsey.com		
Correspondent Name:	Evan P. Everist, Dorsey & Whitney LLP		
Address Line 1:	50 South Sixth Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402-1498		
NAME OF SUBMITTER:	Evan Everist		
SIGNATURE:	/Evan Everist/		
DATE SIGNED:	04/21/2021		
Total Attachments: 5			
source=ILA Trademark Security Agreement - Voxtur Technologies US Inc (Executed)-v2#page1.tif			

OP \$65.00 90203048

source=ILA Trademark Security Agreement - Voxtur Technologies US Inc (Executed)-v2#page2.tif
source=ILA Trademark Security Agreement - Voxtur Technologies US Inc (Executed)-v2#page3.tif
source=ILA Trademark Security Agreement - Voxtur Technologies US Inc (Executed)-v2#page4.tif
source=ILA Trademark Security Agreement - Voxtur Technologies US Inc (Executed)-v2#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of February 3, 2021, is made by and between VOXTUR TECHNOLOGIES US, INC., a Delaware incorporated company (the “**Grantor**”), in favor of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into a Credit Agreement, as a guarantor, dated as of February 3, 2021 (the “**Credit Agreement**”), with iLOOKABOUT Corp. and iLOOKABOUT (US) Inc., as co-borrowers, and the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender a General Security and Pledge Agreement dated as of February 3, 2021, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this Trademark Security Agreement for recording with 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:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark 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 Trademark Security Agreement.

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

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

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

VOXTUR TECHNOLOGIES US, INC.



By: _____
Name: James E. Albertelli
Title: President

Address for Notices:

5404 Cypress Center Drive
Suite 300
Tampa, Florida 33609

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By: _____
Name: Andre Salvi
Title: Senior Vice President

Address for Notices:

Technology and Innovation Banking Group
First Canadian Place
100 King Street West-18th Floor
Toronto, Ontario M5H 1A1

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

VOXTUR TECHNOLOGIES US, INC.

By: _____
Name: James E. Albertelli
Title: President

Address for Notices:
5404 Cypress Center Drive
Suite 300
Tampa, Florida 33609

AGREED TO AND ACCEPTED:

BANK OF MONTREAL

By:  _____
Name: Andre Salvi
Title: Senior Vice President

Address for Notices:
Technology and Innovation Banking Group
First Canadian Place
100 King Street West-18th Floor
Toronto, Ontario M5H 1A1

SCHEDULE 1

TRADEMARKS

Trademark	Status	Registration Number	Registration Date	Registrant/ Applicant
ATTORNEY ASSURANCE	Registered	90203048	2020-09-23	James E. Albertelli, P.A.
InfoEX	Registered	90099381	2020-08-07	InfoEx Holdings, LLC