

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645863

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Optel Vision Inc.		05/07/2021	Corporation: CANADA
Optel Group USA Inc.		05/07/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC		
Street Address:	Complexe Jules-Dallaire, 2828, boul.		
Internal Address:	Laurier, bureau 1625		
City:	Québec		
State/Country:	CANADA		
Postal Code:	G1V 0B9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	85234073	VERIFY BRAND	
Serial Number:	87666842	INTELLIGENT SUPPLY CHAIN	
Serial Number:	87571676	OPTEL	
Serial Number:	87111875	BEHAVIORI	
Serial Number:	87109138	OPTEL	
Serial Number:	77898528	OPTEL VISION	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853099		
Email:	trademarks@troutman.com		
Correspondent Name:	Brandon Reed, Esq.		
Address Line 1:	600 Peachtree Street NE, Suite 3000		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	252624.000002		
DOMESTIC REPRESENTATIVE			

CH \$165.00 85234073

Name:	Brandon Reed, Esq.
Address Line 1:	600 Peachtree Street NE, Suite 3000
Address Line 2:	Troutman Pepper
Address Line 4:	Atlanta, GEORGIA 30308
NAME OF SUBMITTER:	Brandon M. Reed
SIGNATURE:	/Brandon M. Reed/
DATE SIGNED:	05/11/2021
Total Attachments: 6 source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page1.tif source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page2.tif source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page3.tif source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page4.tif source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page5.tif source=US Intellectual Property Security Agreement (Optel Vision) (Executed)#page6.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this **IP Security Agreement**), dated as of May 7, 2021, is made by OPTTEL VISION INC. (the **Borrower**) and OPTTEL GROUP USA INC. (**Optel USA**, collectively with the Borrower, the **Grantors** and each, a **Grantor**), in favor of FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC (the **Grantee**).

WHEREAS, pursuant to that certain credit agreement dated May 7, 2021, between the Borrower, as borrower thereunder, and Grantee, as lender thereunder (including all schedules thereto, and as amended, amended and restated, supplemented or otherwise modified, renewed or replaced from time to time, the **Credit Agreement**), the Grantee has extended and may extend certain loans and other financial accommodations to, or for the benefit of, the Borrower pursuant to the terms of the Credit Agreement and various documents, instruments, guaranties and agreements delivered or to be delivered by, *inter alia*, the Grantors in connection therewith (all of the foregoing, together with this IP Security Agreement and the Credit Agreement, as the same may now exist or may hereafter be amended, modified, restated, renewed, extended or supplemented, are collectively referred to herein as the **Credit Documents**); and

WHEREAS, as security for the Grantors' obligations arising under the Credit Documents, each of the Grantors has granted to Grantee a security interest in, among other property, the intellectual property of such Grantor (the **Intellectual Property**), all as more fully set forth in the Credit Documents; and

WHEREAS, each of the Grantors has agreed to execute and deliver this IP Security Agreement for recording with national, federal and state government authorities, including, but not limited to, the United States Patent and Trademark Office (**USPTO**).

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

1. **Defined Terms**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. **Grant of Security**. Each Grantor hereby pledges and grants to the Grantee a security interest in and to all of the right, title and interest of such Grantor in, to and under the Intellectual Property of such Grantor, including, without limitation, all of the following, wherever located, and whether now existing or hereafter arising or acquired from time to time (each of the assets, interests and rights described in this Section 2, together with the Intellectual Property, is collectively referred to as the **IP Collateral**):

(a) the trademarks and trademark applications set forth on Schedule 1 hereto and all renewals and extensions thereof and amendments thereto and the goodwill associated therewith and with the applicable Grantor's business symbolized by the foregoing or connected therewith (the **Trademarks**);

(b) the patents and patent applications set forth on Schedule 2 and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and re-examinations thereof and amendments thereto hereto (the **Patents**);

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

(e) 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

(f) 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, misappropriation, violation, dilution, 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.

Notwithstanding anything contained in this IP Security Agreement to the contrary, the term "IP Collateral" shall not include any United States intent-to-use trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the USPTO; provided, that, upon such filing and acceptance by the USPTO, such intent-to-use trademark application shall be considered IP Collateral.

3. Recordation. With respect to the Patents and Trademarks, each of the Grantors hereby authorizes the Commissioner for Trademarks and/or Patents for the USPTO and any other government officials or authorities to record and register this IP Security Agreement upon request by the Grantee or its counsel.

4. Reserved.

5. Other Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Credit Agreement and the other Credit Documents. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provision herein.

6. Execution in Counterparts. This IP 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 IP Security Agreement by facsimile or in electronic format (*i.e.*, "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

7. 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.

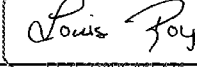
8. Governing Law. This IP Security Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed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

[Signature page follows]

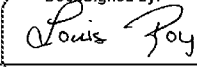
IN WITNESS WHEREOF, each of the Grantors has caused this IP Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

GRANTORS:

OPTEL VISION INC. Digitally signed by:

By: 
Name: Louis Roy
Title: President

OPTEL GROUP USA INC. Digitally signed by:

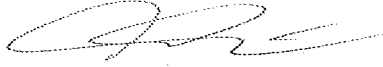
By: 
Name: Louis Roy
Title: President

AGREED TO AND ACCEPTED:

GRANTEE:

FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC

By:



Name: Alexandre Chapdelaine

Title: Authorized Signatory



Name: Daniel Schneider

Title: Authorized Signatory

[IP Security Agreement]

TRADEMARK
REEL: 007288 FRAME: 0572

SCHEDULE 1

Trademarks

	Trademark	Application Number & Application Date	Registration Number and Registration Date	Owner
1.	VERIFY BRAND VERIFY BRAND	App 85234073 App 04-FEB-2011	Reg 4130552 Reg 24-APR-2012	Optel Group USA Inc.
2.	INTELLIGENT SUPPLY CHAIN INTELLIGENT SUPPLY CHAIN	App 87666842 App 31-OCT-2017	Reg 5526566 Reg 24-JUL-2018	Optel Vision Inc.
3.	OPTEL 	App 87571676 App 16-AUG-2017	Reg 5830920 Reg 13-AUG-2019	Optel Vision Inc.
4.	BEHAVIORI BEHAVIORI	App 87111875 App 21-JUL-2016	Reg 5435911 Reg 03-APR-2018	Optel Vision Inc.
5.	OPTEL OPTEL	App 87109138 App 19-JUL-2016	Reg 5760171 Reg 28-MAY-2019	Optel Vision Inc.
6.	OPTEL VISION 	App 77898528 App 21-DEC-2009	Reg 3825041 Reg 27-JUL-2010	Optel Vision Inc.

SCHEDULE 2

Patents

None.

[Schedule 2 – IP Security Agreement]

TRADEMARK

REEL: 007288 FRAME: 0574

RECORDED: 05/11/2021