

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM660629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DARWINAI CORP.		07/16/2021	Corporation:
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	44 King St. West		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88156818	GENERATIVE SYNTHESIS	
Serial Number:	87828296	DARWINAI	
CORRESPONDENCE DATA			
Fax Number:	4168656636		
<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:	4168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Bob Nakano c/o Gardiner Roberts LLP		
Address Line 1:	Suite 3600, 22 Adelaide St. West		
Address Line 4:	Toronto, ON, CANADA M5H4E3		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	07/16/2021		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**") dated as of July 16, 2021, is made by and between DarwinAI Corp., a Canada Corporation (the "**Grantor**") in favour of The Bank of Nova Scotia (the "**Lender**").

WHEREAS, the Grantor has entered into a Commitment letter dated May 26, 2021 (the "**Credit Agreement**"), with 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 that certain General Security Agreement dated as of July 16, 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 has agreed to execute and deliver this Trademark Security Agreement for recording with the Canadian Intellectual Property 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 the 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 the Grantor accruing under the Trademarks 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 the Trademarks; 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 Registrar of 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 Loan 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 shall be binding upon 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 Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[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.

DARWINAI CORP.

By: Arif Virani

Name: Arif Virani

Title: Chief Operating Officer

Address for Notices:

600 Weber Street North,

Waterloo, ON N2V 1K4

**SCHEDULE 1
TRADEMARKS**

Trademark Registrations

Mark	Status	Jurisdiction	Registration Number	Registration Date	Record Owner

Trademark Applications

Mark	Status	Jurisdiction	Application Number	Filing Date	Record Owner
GENERATIVE SYNTHESIS	Allowed	US	88156818	10/16/2018	DarwinAI Corp.
DARWINAI	Pending	US	87828296	03/09/2018	DarwinAI Corp.
DARWINAI	Pending	Canada	1887345	03/09/2018	DarwinAI Corp.