OP \$40.00 88847473

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM681252

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SOLINK CORPORATION		10/30/2019	Corporation:

RECEIVING PARTY DATA

Name:	CANADIAN IMPERIAL BANK OF COMMERCE
Street Address:	40 KING STREET WEST
Internal Address:	SUITE 5702
City:	TORONTO, ON
State/Country:	CANADA
Postal Code:	M5H 3Y2
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	88847473	SOLINK

CORRESPONDENCE DATA

Fax Number:

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: 4162181785

Email: lynn@chaitons.com
Correspondent Name: CHAITONS LLP

Address Line 1: 5000 YONGE STREET

Address Line 2: 10TH FLOOR

Address Line 4: TORONTO, ON, CANADA M2N 7E9

NAME OF SUBMITTER:	Lynn Lee
SIGNATURE:	/lynn lee/
DATE SIGNED:	10/15/2021

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of October 30, 2019, is made by and between SOLINK CORPORATION, a Canada corporation (the "Grantor") in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the "Lender").

WHEREAS, the Grantor has entered into a Credit Agreement dated as of October 30, 2019 (the "Credit Agreement"), with the Lender;

WHEREAS, as a condition precedent to the making of the Loans (as defined in the Credit Agreement) by the Lender, Grantor has executed and delivered to the Lender (i) that certain Security Agreement dated as of October 30, 2019 and (ii) that certain Trade-Mark and Patent Security Agreement dated as of October 30, 2019 (collectively referred to herein as the "Security Agreement"); and

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 IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Grant of Security</u>. Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of Grantor in, to, and under the following (the "**IP Collateral**"):
 - (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");
 - (b) all rights of any kind whatsoever of 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.

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- 2. <u>Recordation</u>. Grantor authorizes the Commissioner for Patents and any other government officials to record and register this IP Security Agreement upon request by the Lender.
- 3. <u>Loan Documents</u>. This IP 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 IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.
- 4. <u>Execution in Counterparts</u>. 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 (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.
- 5. <u>Successors and Assigns</u>. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6. <u>Governing Law</u>. 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]

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

SOLINK CORPORATION

Name

Title:

Address for Notices:

110 - 390 March Road ottawa, on kak out

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE

Name:

Title:

Address for Notices: CIBC Innovotion

DIECCIER, CIBC INVOYATED

#00114

SCHEDULE 1

PATENTS

Patents

Title	Patent Number	Issue Date
VIDEO ANALYTICS SYSTEM FOR AUTOMATED TELLER MACHINE	10,313,635	June 4, 2019
VIDEO ANALYTICS SYSTEM	10,477,156	November 12, 2019

Patent Applications

Title	Application/ Publication Number	Filing Date
VIDEO ANALYTICS SYSTEM	16/386,654	April 17, 2019
TRANSACTION VERIFICATION SYSTEM	16/396,195	April 26, 2019

SCHEDULE 2 TRADEMARKS

Trademark Applications

Title	Application/ Publication Number	Filing Date
Word Mark SOLINK	88847473	March 25, 2020

TRADEMARK REEL: 007452 FRAME: 0828 RECORDED: 10/15/2021