

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM696304

<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>
Brainstation Inc.		12/17/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	200 Bay Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5288482	BRAINSTATION	
<b>Registration Number:</b>	6156011		
<b>Serial Number:</b>	88053507	THE DIGITAL LEARNING COMPANY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6137839690		
<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>	6137839644		
<b>Email:</b>	anna.clark@dentons.com		
<b>Correspondent Name:</b>	Anna Clark		
<b>Address Line 1:</b>	99 Bank Street		
<b>Address Line 2:</b>	Suite 1420		
<b>Address Line 4:</b>	Ottawa, Ontario, CANADA K1P 1H4		
<b>NAME OF SUBMITTER:</b>	Anna Clark		
<b>SIGNATURE:</b>	/Anna Clark/		
<b>DATE SIGNED:</b>	12/20/2021		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of December 17, 2021 is made by the Person listed on the signature page hereto (the “**Grantor**”) in favor of ROYAL BANK OF CANADA for the benefit of the Beneficiaries (the “**Secured Party**”).

WHEREAS, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of December 17, 2021, made by and among the Grantor and the Secured Party (the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor have granted to the Secured Party, for the benefit of the Beneficiaries, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, 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. Grant of Security. The Grantor hereby pledges and grants to the Secured Party for the benefit of the Beneficiaries a security interest in and to all of the right, title, and interest of the 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) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations/applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of the 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, 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 Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Secured Party.

3. Secured Documents. 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 Secured Party 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. 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 (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. 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.

6. 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.

[signature page follows]

IN WITNESS WHEREOF, the 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.

**BRAINSTATION INC.**

By:   
Name: George Konrad  
Title: President

AGREED TO AND ACCEPTED:

**ROYAL BANK OF CANADA**  
as Secured Party

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to US IP Security Agreement]*


IN WITNESS WHEREOF, the 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.

**BRAINSTATION INC.**

By: \_\_\_\_\_  
Name: George Konrad  
Title: President

AGREED TO AND ACCEPTED:

**ROYAL BANK OF CANADA**  
as Secured Party

By:  \_\_\_\_\_  
Name: Andra Bosneaga  
Title: Director

*[Signature Page to US IP Security Agreement]*

**SCHEDULES**

**Schedule 1**

**PATENTS**

**Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>	<b>Record Owner</b>
N/A	N/A	N/A	N/A	N/A

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
N/A	N/A	N/A	N/A	N/A

**Schedule 2**

**TRADEMARKS**

**Trademark Registrations**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>Record Owner</b>
BRAINSTATION	USA	5288482	9/19/2017	BrainStation Inc.
BRAIN Design	USA	6156011	9/22/2020	BrainStation Inc.

**Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>ITU Status</b>	<b>Application Number</b>	<b>Filing Date</b>	<b>Record Owner</b>
THE DIGITAL LEARNING COMPANY	USA	Active	88053507	7/26/2018	BrainStation Inc.



Schedule 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	Record Owner
N/A	N/A	N/A	N/A	N/A

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	Record Owner
N/A	N/A	N/A	N/A	N/A

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
N/A	N/A	N/A	N/A	N/A

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
N/A	N/A	N/A	N/A	N/A