

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695706

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRIMESTONE S.A.S.		09/02/2021	Corporation: COLOMBIA
RECEIVING PARTY DATA			
Name:	Third Eye Capital Corporation		
Street Address:	181 Bay Street, Suite 2830		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4469519	PRIME	
Registration Number:	4099356	PRIME	
Registration Number:	5850568	PRIME ENERGY SUITE	
Registration Number:	5988395	PRIMEANALYTICS+	
Registration Number:	4294791	PRIMEGRID	
Registration Number:	4294792	PRIMEGUARD	
Registration Number:	4458475	PRIMEREAD	
Registration Number:	2867541	PRIMEREAD	
Registration Number:	4469523	PRIMESTONE	
Registration Number:	2772399	PRIMESTONE	
Registration Number:	4469522	PRIMEWEB	
Registration Number:	3796859	PRIMEWEB	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Joanna McCall		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		

OP \$315.00 4469519

Address Line 2: Cogency Global Inc.
Address Line 4: Washington, D.C. 20036

ATTORNEY DOCKET NUMBER: 1552699

NAME OF SUBMITTER: Andrew Nash

SIGNATURE: /Andrew Nash/

DATE SIGNED: 12/17/2021

Total Attachments: 17

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) is made as of September 2, 2021 by PRIMESTONE S.A.S., a corporation incorporated under the laws of Colombia, having a mailing address at Carrera 7 No. 156 -68 office 2903, Bogotá, D.C., Colombia 110131 (the “**Debtor**”), with, and for the benefit and security of THIRD EYE CAPITAL CORPORATION, a corporation incorporated and existing under the laws of the Province of Ontario, having a mailing address at 181 Bay Street, Suite 2830, Toronto, Ontario M5J 2T3, in its capacity as administrative agent on behalf of the Secured Creditors (as defined in the Security Agreement) (“**Agent**”).

RECITALS

A. This Agreement is one of the “**Credit Documents**” as defined in that certain Security Agreement dated as of November 1, 2019, among Agent, Trilliant Holdings Inc., an Ontario corporation, Trilliant Networks (Canada) Inc., an Ontario corporation and the other parties thereto (the “**Security Agreement**”, which term shall include all exhibits or schedules thereto, and all amendments, restatements, supplements or other modifications thereto).

B. The execution and delivery of this Agreement is required by the Security Agreement and the Credit Agreement (as defined in the Security Agreement).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby makes the following covenants and agreements for the benefit and security of Agent:

ARTICLE I DEFINED TERMS

Section 1.01. Defined Terms. Capitalized terms that are not defined in this Agreement, but are defined in the Security Agreement, shall have the same definitions as ascribed to them in the Security Agreement, which definitions are incorporated herein by reference. Unless otherwise stated in this Agreement, the following capitalized terms used in this Agreement shall have the following meanings:

“**Copyright**” Any copyright protected under any Law in any jurisdiction worldwide, including any original works of authorship, or other Property, or rights comprised therein, that may be entitled to copyright protection under any Law or that otherwise may be entitled to copyright or similar protection worldwide.

“**Copyright Office**” The federal office designated under Title 17, United States Code, Copyrights (namely, The Copyright Office of the Library of Congress) and any successor thereto or any other copyright office in any jurisdiction worldwide.

“**Credit Documents**” As defined in the Security Agreement.

“**Governing Jurisdiction**” The State of New York.

“**Intent-To-Use Application**” An application (made under 15 U.S.C.A. §1051(b)), to register a mark that Debtor intends to use in commerce.

“**Mask Work**” Any mask work within the meaning of “mask work” as defined in the Semiconductor Chip Protection Act of 1984, as amended (17 U.S.C.A. §901 et seq.), or protected under any other Law or that may otherwise may be entitled to similar protection worldwide, including layout-designs within the meaning of “layout-design” as defined in the Layout-Designs of Integrated Circuits Act (Cap. 159A of Singapore).

“**Obligations**” As defined in the Security Agreement.

“**Patent**” Any patent issued under any Law in any jurisdiction worldwide, for any invention or discovery or industrial design, and any discovery of a new or useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, or other Property, that may be entitled to a patent or patent protection under any Law or that otherwise may be entitled to a patent or similar protection worldwide.

“**PTO**” The United States Patent and Trademark Office, and any successor thereto or any other patent office or trademark office in any jurisdiction worldwide.

“**Property**” Any right, title or interest in or to property of any kind whatsoever, whether real, personal, or mixed, and whether tangible or intangible.

“**Trademark**” Any trademark, service mark, collective mark, certification mark, or other distinctive mark, slogan, logo, symbol, trade dress, uniform source locator (URL), domain name, social media user name, corporate name, brand name, commercial name, fictitious name, trade name or other business identifier, whether statutory or common law, whether registered or unregistered and whether used, established or registered in the United States or any other country or any political subdivision thereof, or other Property, that may be entitled to trademark or similar protection under any Law in any jurisdiction worldwide or that otherwise may be entitled to a trademark or similar protection worldwide.

“**Works of Authorship**” Any software (including source code and object code), firmware, APIs, plug-ins, register-transfer level and gate-level descriptions, netlists, documentation, scripts, verification components, test suites, websites, content, images, graphics, text, photographs, artwork, audiovisual works, sound recordings, graphs, drawings, reports, analyses, writings, designs, logos, and other works of authorship and copyrightable subject matter.

ARTICLE II SECURITY INTEREST

Section 2.01. Security Interest. To secure the full and timely payment, performance and satisfaction of the Obligations, and all indebtedness, obligations and liabilities of Debtor under the Credit Documents, and without limiting the legal operation or effect of any other Credit Document, Debtor with full title guarantee except to the extent disclosed under the Security Agreement in relation to Licensed Rights, hereby grants to Agent a security interest in, namely a first fixed charge over, all of Debtor’s right, title and interest in the Property described below, whether now owned or hereafter acquired, created or arising (referred to herein as “**Collateral**”):

(a) Copyrights and all other rights with respect to Works of Authorship, including, without limitation, the Copyrights and Copyright applications listed on Schedule 1 to this Agreement (the Property described in this clause (a) being referred to herein as the “**Copyright Collateral**”);

(b) Patents, including, without limitation, the Patents and Patent applications listed on **Schedule 2** to this Agreement (the Property described in this clause (b) being referred to herein as the “**Patent Collateral**”);

(c) Mask Works, including, without limitation, the Mask Works and Mask Work applications listed on **Schedule 3** to this Agreement (the Property described in this clause (c) being referred to herein as the “**Mask Works Collateral**”);

(d) Trademarks, and all of the goodwill of Debtor’s business connected with or associated with and symbolized by such Trademarks, including, without limitation, the Trademarks and Trademark applications listed on **Schedule 4** to this Agreement (the Property described in this clause (d) being referred to herein as the “**Trademark Collateral**”); provided, however, the Trademark Collateral does not include, and the Related Property (herein defined) does not include, an assignment of, and this Agreement does not assign, any Intent-To-Use Application at any time that the assignability thereof is prohibited under 15 U.S.C.A. §1060(a);

(e) Trade secrets, formulas, patterns, compilations, programs, codes, devices, methods, techniques, processes, know-how, research and development information, technical, marketing, financial and business data and databases, pricing and cost information, business and marketing plans, customer lists, supplier lists, distributor lists, licensee lists, franchisee lists and all other confidential and proprietary information, however maintained, stored, compiled or memorialized (the Property described in this clause (e) being referred to herein as “**Trade Secrets**”);

(f) Software, source code, computer programs, design rights, and unpatented inventions (the Property described in this clause (f) being referred to herein as “**Other IP**”);

(g) With respect to the Copyright Collateral, Patent Collateral, Mask Works Collateral, Trademark Collateral, Trade Secrets, and Other IP, (i) any filings, registrations and recordings of, and applications for, any thereof, (ii) all tangible embodiments thereof, (iii) all production files, documents, specifications, designs, drawings, articles, products, models and manuals, in any and all forms or media, which contain, describe, represent and/or manifest the Copyright Collateral, Patent Collateral, Mask Works Collateral, Trademark Collateral, Trade Secrets, and Other IP (“**Technical Materials**”) and all intellectual property rights comprised therein, (iv) all rights and privileges arising under Applicable Law, including, without limitation, international treaties and conventions with respect to any thereof or any use thereof, (v) all reissues, divisions, continuations, renewals, re-examinations, extensions, reversions, and continuations-in-part thereof and amendments thereto, and all counterparts worldwide, (vi) all income, royalties, fees, damages and payments now and hereafter due or payable with respect thereto, including payments under all licenses entered into in connection therewith, (vii) all damages and payments for past or future infringements thereof, (viii) the right to sue for past, present and future infringements and misappropriations thereof, and (ix) all rights corresponding thereto throughout the world, including moral and economic rights, however denominated (the Property described in this clause (g) being referred to herein as “**Related Property**,” and together with the Copyright Collateral, Patent Collateral, Mask Works Collateral, Trademark Collateral, Trade Secrets and Other IP, the “**IP Collateral**”);

(h) Debtor’s rights (but not Debtor’s obligations) as a licensee of any Copyrights, Patents, Trademarks, Mask Works, Trade Secrets or Other IP from any other Person (the Property described in this clause (h) being described herein as the “**Licensed Rights**”);

(i) Debtor's cash and non-cash proceeds (as "proceeds" is defined in Article 9) received or to be received in respect of any IP Collateral or Licensed Rights or any Records relating thereto, or any sale, exchange, lease, license or other disposition of any IP Collateral or Licensed Rights or Records relating thereto, and including insurance proceeds (referred to herein as "Proceeds") and products of the foregoing (referred to herein as "Products"); and

(j) Records relating to the IP Collateral, Licensed Rights, Proceeds and Products, together with any containers or media in which the foregoing are stored (including any rights of Debtor with respect to the foregoing maintained with or by any other Person), and if any of the foregoing are stored with any other Person, all of Debtor's rights relating to the storage and retrieval thereof and access thereto.

Section 2.02. Technical Materials. Debtor warrants to Agent that the Copyright Collateral, Patent Collateral, Mask Works Collateral, Trademark Collateral, Trade Secrets, and Other IP are accurately and completely specified and represented in the Technical Materials, and that the Technical Materials are sufficiently detailed and comprehensive to enable Agent and/or its nominees to properly and efficiently use, modify, reproduce, manufacture products from, maintain, and otherwise enjoy the benefit of the IP Collateral, without any further assistance or reference to any other materials.

Section 2.03. Remedies. The rights and remedies of Agent with respect to the security interests granted herein are without prejudice to, and are in addition to, those set forth in any other Credit Documents, and those available under the UCC, under other law, and at equity. Upon the occurrence of an Event of Default under the Security Agreement or any Credit Document, Agent may exercise any and all such rights and remedies, and may exercise such rights and remedies cumulatively and simultaneously. The commencement of any action, legal or equitable, or the rendering of any judgment or decree for deficiency shall not affect Agent's interest in the Collateral until the Obligations have been fully paid and satisfied and this Agreement has been terminated.

ARTICLE III **DEBTOR'S UNDERTAKINGS**

Section 3.01. Affirmative Covenants. Debtor undertakes to Agent that during the subsistence of this Agreement it shall, at Debtor's expense:

(a) notify Agent forthwith on the coming to its knowledge of any infringement, suspected infringement or any challenge to the validity of any of the Collateral and supply Agent with all information in Debtor's possession relating to such circumstances;

(b) if so requested by Agent (but not otherwise), commence diligently and prosecute in the name of Debtor (but at the direction of Agent) or (at the absolute discretion of the Agent) allow Agent in Debtor's name and at Debtor's expense and with Debtor's reasonable assistance to commence and/or prosecute all proceedings as may be commenced by or in the name of Debtor and as may be necessary to prevent infringement or, as applicable, continued infringement of any of the Collateral and/or to seek damages in respect of such infringement;

(c) do all such further acts, deeds and things and execute all such further documents, instruments and deeds as may be required to perfect, effect, record, or enforce Agent's right, title, or security interest (in any jurisdiction) to the Collateral, or any of it, forthwith on written request by Agent. Where registration or recordal at the PTO of the security interest under this Agreement is required by Agent, Debtor shall, as soon as reasonably practicable, provide Agent with a copy of written

acknowledgement from the PTO confirming that the security interest has been registered or recorded against the Collateral;

(d) take all steps, and pay all renewal and other fees, necessary for effecting, protecting, maintaining, and renewing the Collateral and the registrations required under this **Section 3.01** before the latest time provided for such steps and/or payment, and do all that is necessary to maintain the Collateral and at the request of Agent send or deliver to Agent the receipt for every such payment and a written confirmation of every such step taken immediately after the same shall have been made;

(e) maintain a comprehensive detailed and up-to-date centralised record of the Collateral, and provide Agent with a copy of such record forthwith on written request; and

(f) use its best endeavours to maintain, protect, and safeguard the Collateral and all records of whatsoever nature relating to the Collateral from and against theft, loss, destruction, and unauthorised access, copying or use.

Section 3.02. Negative Covenants. Debtor undertakes to Agent that during the subsistence of this Agreement it shall not:

(a) grant any licence, right or interest under or in respect of any of the Collateral to any person or entity;

(b) permit any person other than Agent (or its nominees from time to time) to be registered as holder of any of the Collateral or of any part thereof;

(c) create or permit to subsist any interest in, or any Lien (other than in favour of Agent) on or over the Collateral or any part thereof;

(d) sell, transfer, assign or otherwise dispose of the Collateral or any part thereof or interest therein or attempt or agree so to do; or

(e) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Collateral and/or the security over the Collateral created by this Agreement, or omit to do anything which may have that effect.

ARTICLE IV **ENFORCEMENT OF SECURITY INTEREST**

Section 4.01. Enforcement. Upon the occurrence of a Default or an Event of Default, and in addition to such other rights and remedies as Agent may have under other provisions of the Security Agreement or any other Credit Document, the rights and remedies of a secured party under the UCC and under other Applicable Law, and all other legal and equitable rights to which Agent may be entitled, all rights, title and interests in and to the Collateral shall forthwith vest in Agent and be deemed assigned by Debtor to Agent absolutely, and Agent shall be entitled to effect, execute, perfect and record the deed(s) of assignment in **Schedule 5** to this Agreement.

Section 4.02. To the extent that any rights, title, and interests in and to the Collateral remain with Debtor notwithstanding the provisions of **Section 4.01**, Debtor hereby agrees to assign to Agent absolutely, all rights, title, and interests in and to all Collateral, and Debtor shall at its own expense, forthwith on demand by Agent execute and deliver to Agent an assignment of all of the Collateral then in

existence in such form as Agent shall require, and in default Agent shall have the unconditional right and power, as Debtor's attorney-in-fact in the name and on behalf of Debtor pursuant to Section 3.6 of the Security Agreement, to effect and execute such an assignment (including but not limited to the deed of assignment in **Schedule 5**) and to vest all of the Collateral in Agent absolutely.

Section 4.03. Immediately following the occurrence of a Default or an Event of Default:

(a) Agent and its nominees shall be entitled, without further notice and without the restrictions or conditions contained in any written law (to the extent that the same may be excluded) in respect of all or any of the Collateral, to exercise all the powers and rights which may be exercisable by the legal and beneficial owner, registered holder or bearer of the Collateral, including for the avoidance of doubt (i) to grant such licences relating to the Collateral, and/or to sell or dispose of the Collateral, or any part of it, on such terms and for such consideration as Agent may think fit, (ii) to make use of the Collateral for any purpose, and (iii) to execute and deliver on behalf of Debtor, one or more instruments of assignment of the Collateral (or any application, registration, or recordal related thereto), in a form suitable for filing, recording, or registration in any applicable jurisdiction, and Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral (including, but not limited to, any taxes, fees, and legal fees and expenses) and confirms that Agent has no obligation to preserve rights to the Collateral against any other parties; and

(b) Debtor shall deliver up to Agent all Technical Materials, and Debtor hereby warrants that the same will be up to date, accurate and complete.

Section 4.04. None of Agent or its affiliates, officers, directors, employees, agents or representatives shall be liable to Debtor for any loss or damage arising from the manner in which Agent or its nominees enforces or refrains from enforcing Agent's rights under this Agreement, to account to Debtor for any matter relating to such enforcement, or for any other loss of any nature in connection with the Collateral, except in respect of damages attributable solely to their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction, nor for any punitive, exemplary, indirect or consequential damages,

ARTICLE V **GENERAL PROVISIONS**

Section 5.01. Notices. Any notice or other communication required or permitted by or in connection with this Agreement shall be given in accordance with the notice provision in the Security Agreement.

Section 5.02. Successors and Assigns. This Agreement shall create a continuing security interest in the Collateral and shall (i) be binding upon Debtor and its successors and assigns, and (ii) inure, together with the rights and remedies of Agent hereunder, to the benefit of Agent and Agent's successors, transferees and assigns. This Agreement may not be assigned by Debtor without the prior written consent of Agent.

Section 5.03. Filing, Registering, Recording. Either party hereto may file, record or register this Agreement (or a photocopy of this Agreement) with any Governmental Authority to give notice of, and to further the legal operation and effect of, and perfect the interests of Agent under, this Agreement, including, without limitation, any filing, recording or registration with the PTO, the Copyright Office and any public office for recording UCC financing statements or other Lien Notices. Debtor shall pay all of

Agent's costs and expenses (including attorney's fees) of filing, registering or recording this Agreement, any UCC financing statement or any other Lien Notice.

Section 5.04. Termination. The term of this Agreement shall commence with the date of this Agreement and shall continue in full force and effect and be binding upon Debtor until all Obligations secured by this Agreement shall have been fully paid and satisfied (such that there is no outstanding secured obligation), and there is no commitment on the part of Agent to make advances, incur obligations or otherwise give value, and Agent shall have given Debtor written notice of the termination of this Agreement (excluding provisions that by their terms survive termination). Agent shall not be obligated to give Debtor written notice of termination of this Agreement, or to terminate any UCC financing statements or other Lien Notices, until all of the Obligations, and all indebtedness, obligations and liabilities of Debtor under the Credit Documents, secured hereby shall have been fully paid and satisfied (such that there is no outstanding secured obligation), and there is no commitment on the part of Agent to make an advance, incur an obligation or otherwise give value, and Debtor shall have given Agent a written demand requesting the termination of this Agreement and any financing statements or other Lien Notices.

Section 5.05. Reinstatement. Notwithstanding anything to the contrary in this Agreement or any other Credit Documents, if at any time any amount received by Agent from any Obligor or other Person and applied to the Obligations, or applied to any indebtedness, obligations or liabilities of Debtor under the Credit Documents, is at any time annulled, avoided, set aside, rescinded, invalidated, declared to be fraudulent or preferential or otherwise required to be refunded or repaid, or Proceeds of any Collateral (including any Collateral as defined in the Security Agreement) are required to be returned by Agent to any Obligor, its estate, trustee, receiver, or any other party, under any bankruptcy law, state or federal law, common law or at equity, then to the extent of such payment, repayment, or return, all Liens and Collateral securing the Obligations shall remain in full force and effect, as fully as if such payment had never been made or, if prior to such payment, repayment, or return the Lien granted under this Agreement or IP Collateral for the Obligations shall have been released or terminated, such Lien or IP Collateral securing the Obligations shall be reinstated in full force and effect, and such prior release or termination shall not diminish, release, discharge, impair or otherwise affect any Lien or IP Collateral securing the Obligations in respect of the amount of such payment, repayment, or return.

Section 5.06. Conflicts. In the event of a conflict between the provisions of this Agreement and those of the Security Agreement, including any exhibits or schedules, amendments, restatements, supplements or other modifications to each, the provisions of the Security Agreement shall govern and control to the extent of such conflict.

Section 5.07. Counterparts. This Agreement may be executed in counterparts and each shall be effective as an original, and a facsimile, pdf or other electronic transmission of this executed Agreement shall be effective as an original. In making proof of this Agreement, it shall not be necessary to produce more than one counterpart of this Agreement.

Section 5.08. Choice of Law; Venue; Jury Trial Waiver and Judicial Reference.

(a) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall, in all respects, be governed by, and construed in accordance with, the laws (excluding the principles of conflict of laws) of the Governing Jurisdiction, including Section 5-1401 and Section 5-1402 of the General Obligations Law of the State of New York), including all matters of construction, validity and performance.

(b) JURISDICTION; VENUE; SERVICE.

(i) DEBTOR HEREBY IRREVOCABLY CONSENTS TO THE NON-EXCLUSIVE PERSONAL JURISDICTION OF THE STATE COURTS OF THE GOVERNING JURISDICTION AND, IF A BASIS FOR FEDERAL JURISDICTION EXISTS, THE NON-EXCLUSIVE PERSONAL JURISDICTION OF ANY UNITED STATES DISTRICT COURT FOR THE GOVERNING JURISDICTION.

(ii) DEBTOR AGREES THAT VENUE SHALL BE PROPER IN ANY COURT OF THE GOVERNING JURISDICTION SELECTED BY AGENT OR, IF A BASIS FOR FEDERAL JURISDICTION EXISTS, IN ANY UNITED STATES DISTRICT COURT IN THE GOVERNING JURISDICTION. DEBTOR WAIVES ANY RIGHT TO OBJECT TO THE MAINTENANCE OF ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, IN ANY OF THE STATE OR FEDERAL COURTS OF THE GOVERNING JURISDICTION ON THE BASIS OF IMPROPER VENUE OR INCONVENIENCE OF FORUM.

(iii) ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR TORT OR OTHERWISE, BROUGHT BY DEBTOR AGAINST AGENT THAT IS BASED, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, ON THIS AGREEMENT OR ANY MATTERS RELATING TO THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS OR ANY OBLIGATIONS, SHALL BE BROUGHT IN A COURT ONLY IN THE GOVERNING JURISDICTION. DEBTOR SHALL NOT FILE ANY COUNTERCLAIM AGAINST AGENT IN ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BROUGHT BY AGENT AGAINST DEBTOR IN A JURISDICTION OUTSIDE OF THE GOVERNING JURISDICTION UNLESS UNDER THE RULES OF THE COURT IN WHICH AGENT BROUGHT SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING THE COUNTERCLAIM IS MANDATORY, AND NOT PERMISSIVE, AND WOULD BE CONSIDERED WAIVED UNLESS FILED AS A COUNTERCLAIM IN THE SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING INSTITUTED BY AGENT AGAINST DEBTOR. DEBTOR AGREES THAT ANY FORUM OUTSIDE THE GOVERNING JURISDICTION IS AN INCONVENIENT FORUM AND THAT ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BROUGHT BY DEBTOR AGAINST AGENT IN ANY COURT OUTSIDE THE GOVERNING JURISDICTION SHOULD BE DISMISSED OR TRANSFERRED TO A COURT LOCATED IN THE GOVERNING JURISDICTION. FURTHERMORE, DEBTOR IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT BRING OR COMMENCE ANY SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST AGENT IN ANY WAY RELATING TO THIS AGREEMENT OR ANY OTHER CREDIT DOCUMENT, OR ANY OBLIGATIONS, OR ANY TRANSACTIONS RELATING HERETO OR THERETO, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY, AND THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. DEBTOR AND AGENT AGREE THAT A FINAL JUDGMENT IN ANY SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING SHALL BE CONCLUSIVE AND

MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.

(iv) EACH OF DEBTOR AND AGENT IRREVOCABLY CONSENT TO THE SERVICE OF PROCESS OUT OF ANY OF THE AFOREMENTIONED COURTS IN ANY SUCH SUIT, CLAIM, ACTION, LITIGATION OR PROCEEDING BY THE MAILING OF COPIES THEREOF BY REGISTERED OR CERTIFIED MAIL POSTAGE PREPAID, TO IT AT THE ADDRESS SET FORTH FOR NOTICES IN THIS AGREEMENT OR IN THE SECURITY AGREEMENT, SUCH SERVICE TO BECOME EFFECTIVE THIRTY (30) DAYS AFTER THE DATE OF MAILING.

(v) NOTHING HEREIN SHALL AFFECT THE RIGHT OF AGENT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO COMMENCE LEGAL PROCEEDINGS OR TO OTHERWISE PROCEED AGAINST DEBTOR OR ANY OTHER PERSON IN THE GOVERNING JURISDICTION OR IN ANY OTHER JURISDICTION.

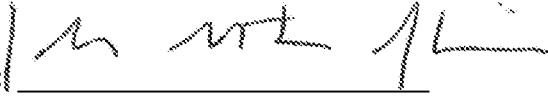
(c) WAIVER OF JURY TRIAL. DEBTOR AND AGENT MUTUALLY WAIVE ALL RIGHT TO TRIAL BY JURY OF ALL CLAIMS OF ANY KIND ARISING UNDER THIS AGREEMENT OR THE OTHER CREDIT DOCUMENTS. DEBTOR AND AGENT ACKNOWLEDGE THAT THIS IS A WAIVER OF A LEGAL RIGHT AND THAT DEBTOR AND AGENT EACH MAKE THIS WAIVER VOLUNTARILY AND KNOWINGLY AFTER CONSULTATION WITH COUNSEL OF ITS CHOICE. DEBTOR AND AGENT AGREE THAT ALL SUCH CLAIMS SHALL BE TRIED BEFORE A JUDGE OF A COURT HAVING JURISDICTION, WITHOUT A JURY.

[The signature page follows. The remainder of this page is blank.]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor and Agent execute this Agreement as of the day and year first above written.

DEBTOR:

PRIMESTONE S.A.S.

By: 

Name: Carlos Martín Ibáñez Bravo

Title: Representante Legal

AGENT:

THIRD EYE CAPITAL CORPORATION

By: _____

Name: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

IN WITNESS WHEREOF, and intending to be legally bound hereby, Debtor and Agent execute this Agreement as of the day and year first above written.

DEBTOR:

PRIMESTONE S.A.S.

By: _____
Name: _____
Title: _____

AGENT:

THIRD EYE CAPITAL CORPORATION

By:  _____
Name: Arif N. Bhalwani
Title: Managing Director

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE 1 (COPYRIGHTS) TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: PRIMESTONE S.A.S.

U.S. Registrations and Applications for Registration of Copyrights of Debtor:

<i>Title</i>	<i>Copyright Registration Number (Application, Registration, or Serial Number)</i>	<i>Filing Date</i>
None		

SCHEDULE 2 (PATENTS) TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: PRIMESTONE S.A.S.

Part 1: Issued U.S. Patents of Debtor:

<i>Description</i>	<i>Patent No.</i>	<i>Application No.</i>	<i>Issue Date</i>
None			

Part 2: Pending U.S. Patent Applications of Debtor:

<i>Description</i>	<i>Application No.</i>	<i>Filing Date</i>
None		

SCHEDULE 3 (MASK WORKS) TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Debtor: PRIMESTONE S.A.S.

U.S. Mask Works of Debtor:

<i>Description</i>	<i>Mask Works Registration Number (Application, Registration, or Serial Number)</i>	<i>Filing Date</i>
None		

**SCHEDULE 4 (TRADEMARKS) TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Debtor: PRIMESTONE S.A.S.

Part 1: U.S. Trademarks of Debtor:

<i>Mark</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Registered Owner</i>
PRIME	4469519	January 21, 2014	Debtor
PRIME	4099356	February 14, 2012	Debtor
PRIME ENERGY SUITE	5850568	September 3, 2019	Debtor
PRIMEANALYTICS+	5988395	February 18, 2020	Debtor
PRIMEGRID	4294791	February 26, 2013	Debtor
PRIMEGUARD	4294792	February 26, 2013	Debtor
PRIMEREAD	4458475	December 31, 2013	Debtor
PRIMEREAD	2867541	July 27, 2004	Debtor
PRIMESTONE	4469523	January 21, 2014	Debtor
PRIMESTONE	2772399	October 7, 2003	Debtor
PRIMEWEB	4469522	January 21, 2014	Debtor
PRIMEWEB	3796859	June 1, 2010	Debtor

Part 2: Pending U.S. Trademark Applications of Debtor:

<i>Mark</i>	<i>Application No.</i>	<i>Filing Date</i>	<i>Applicant</i>
None			

**SCHEDULE 5 (FORM OF ASSIGNMENT) TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **Assignment Deed** is dated _____ between:

- (1) PRIMESTONE S.A.S., a Colombia corporation, having a mailing address at Carrera 7 No. 156 - 68 office 2903, Bogotá, D.C., Colombia 110131 (the “**Assignor**”); and
- (2) THIRD EYE CAPITAL CORPORATION, a corporation incorporated and existing under the laws of the Province of Ontario, having a mailing address at 181 Bay Street, Suite 2830, Toronto, Ontario M5J 2T3 (the “**Agent**”).

WHEREAS:

- (A) The Assignor and the Agent are parties to a Security Agreement dated _____ and an Intellectual Property Security Agreement dated _____ (“**IP Security Agreement**”).
- (B) The Assignor is the legal and/or beneficial proprietor of all rights, title and interest in the Collateral, as that term is defined in the IP Security Agreement (“**Collateral**”).
- (C) The Assignor has agreed to assign to the Agent all rights, title and interest in the Collateral upon the terms set out herein.

NOW THIS DEED WITNESSES as follows:

1. The Assignor with full title guarantee hereby assigns to the Agent all legal and beneficial rights, title and interests in the Collateral, free from all encumbrances, to hold the same unto the Agent absolutely.
2. The Agent will have the right to bring proceedings against any third party in respect of the Collateral, including without limitation proceedings against any third party for past infringement of the Collateral or for otherwise infringing the rights of the Agent in the Collateral.
3. The Assignor hereby covenants with the Agent that the Assignor has not done or knowingly suffered or been party or privy to any act or thing whereby the Assignor is prevented from assigning the said Collateral.
4. The Assignor hereby authorises the Agent’s agents to complete and file the necessary forms to effect, perfect and record this assignment of the Collateral with the relevant intellectual property offices and other relevant authorities on its behalf.
5. The Assignor shall forthwith deliver up to the Agent all Technical Materials (as that term is defined in the IP Security Agreement), and the Assignor hereby warrants that the same will be up to date, accurate and complete.

6. No variation, amendment or rescission of this Deed shall bind either party unless made in writing in the English language and signed by both parties. The parties' rights to vary, amend or rescind this Agreement in the manner aforesaid may be exercised without the consent of any person or entity who is not a party to this Agreement.

In witness of which this Deed has been executed and delivered as a deed by or on behalf of the parties on the date stated at the beginning of this Deed.

ASSIGNOR

THE COMMON SEAL OF)
PRIMESTONE S.A.S.)
was hereunto affixed to this Deed)
in the presence of:)
_____)
_____)

AGENT

THE COMMON SEAL OF)
THIRD EYE CAPITAL)
CORPORATION)
was hereunto affixed to this Deed)
in the presence of:)
_____)
_____)