

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM697501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Exact Imaging Inc.		12/16/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5516461	EXACT IMAGING	
Registration Number:	5516460	EXACTVU	
Registration Number:	5841979	PRI-MUS	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	12/23/2021		
Total Attachments: 11			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 16th day of December, 2021, by and between **SILICON VALLEY BANK**, an authorized foreign bank branch under the *Bank Act* (Canada) (the "**Bank**") and **EXACT IMAGING INC.**, a corporation incorporated under the laws of the Province of Ontario with its principal place of business located at 7676 Woodbine Avenue, Unit 15, Markham, Ontario L3R 2N2 ("**Grantor**").

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Grantor (the "**Loans**") in the amounts and manner set forth in that certain loan and security agreement by and among, inter alios, the Bank and the Grantor dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the "**Loan Agreement**"). Unless otherwise specified, capitalized terms used herein are used as defined in the Loan Agreement.

B. The bank is willing to make the Loans to the Grantor, but only upon the condition, among others, that Grantor shall grant to the Bank, a security interest in its Intellectual Property Collateral (as defined below) to secure the obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to the Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor and each Obligor's obligations to the Bank under, in connection with or with respect to the Loan Agreement, Grantor grants and pledges to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the

same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the “**Patents**”);

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) All industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the “**Industrial Designs**”);

(g) All mask works or similar rights available for the protection of integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the “**Mask Works**”);

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Industrial Designs or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by the Bank.

3. Authorization. Grantor hereby authorizes the Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of the Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement and the security interest granted herein shall automatically terminate when the Loan Agreement and Loan Documents are terminated, and the Bank has no further obligations to extend credit to the Grantor under the Loan Agreement.

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. Governing Law. This 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 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 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 parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

EXACT IMAGING INC.

By: Randy AuCoin
Name: Randy AuCoin
Title: President

BANK:

SILICON VALLEY BANK

By: Rebecca Ross
Name: Rebecca Ross
Title: Director, Credit Solutions

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT B

Patents (all owned by Exact Imaging Inc.)

Country	Title/Description	Application/ Patent No.	Status
CA	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	2946691	Issued
EPO	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	15782735.3	Issued
DE	MEDIZINISCHE BILDVERARBEITUNGSSYSTEME UND VERFAHREN DAFÜR	15782735.3	Issued
FR	SYSTÈMES DE TRAITEMENT D'IMAGE MÉDICALE, ET LEURS PROCÉDÉS	15782735.3	Issued
GB	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	15782735.3	Issued
US (Provisional)	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	61/983,033	Expired
US	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	15/305,841	Issued
WIPO	MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF	PCT/IB2015/05 288 2	Expired
CA	MEDICAL-IMAGING SYSTEM AND METHOD THEREOF	2948102	Pending
EPO	MEDICAL-IMAGING SYSTEM AND METHOD THEREOF	15793496.9	Published
US (Provisional)	MEDICAL-IMAGING SYSTEM AND METHOD THEREOF	61/991,899	Expired
US	MEDICAL-IMAGING SYSTEM AND METHOD THEREOF	15/309,847	Published
WIPO	MEDICAL-IMAGING SYSTEM AND METHOD THEREOF	PCT/IB2015/05 3458	Expired
CA	A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH- RESOLUTION MICRO-ULTRASOUND IMAGES	3004657	Pending
EPO	A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH- RESOLUTION MICRO-ULTRASOUND IMAGES	16863276.8	Published

Country	Title	App. #	Status
US (Provisional)	SYSTEM AND METHOD FOR TRAINING A CLASSIFIER USING FEATURES IN HIGH-RESOLUTION ULTRASOUND IMAGES	62/253,310	Expired
US	A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES	15/775,216	Allowed
WIPO	A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES	PCT/CA2016/0513 13	Expired
CA	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	3038573	Pending
CN	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	201780059704.8	Pending
EP	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	17854297.3	Pending
JP	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	2019-517964	Published
US (Provisional)	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	62/401,350	Expired
US	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	16/338,113	Published
WIPO	SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE	PCT/CA2017/051155	Expired
CA	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	3057174	Pending

Country	Title	App. #	Status
CN	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	201880018889.2	Approved
EP	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	18771807.7	Pending
JP	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	2020-500931	Published
US (Provisional)	ULTRASOUND IMAGING DEVICE	62/473,874	Expired
US	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	16/495,923	Published
WIPO	METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM	PCT/CA2018/050336	Expired
WIPO	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER	PCT/CA2020/050339	Published
EPO	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER		Intention to file
US (Provisional)	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER	62/817,684	Expired
US	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER		Pending
CA	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER		Pending
JP	NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER		Pending
WIPO	MICRO-ULTRASOUND PERFUSION IMAGING	PCT/CA2020/051002	Published
US (Provisional)	MICRO-ULTRASOUND PERFUSION IMAGING	62/878,126	Expired

EXHIBIT C

Trademarks

US Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
EXACT IMAGING	5,516,461	2016-06-15
EXACTVU	5,516,460	2016-06-15
PRI-MUS	5,841,979	2016-06-15

Canadian Trademarks:

<u>Description</u>	<u>Application Number</u>	<u>Owner</u>
EXACT IMAGING	1759845	Exact Imaging Inc.
EXACTVU	1759846	Exact Imaging Inc.
PRI-MUS	1759847	Exact Imaging Inc.
FUSIONVU	Unfiled	Exact Imaging Inc.
COGNITIVEASSIST	Unfiled	Exact Imaging Inc.
EXACTVU MICRO DOPPLER	Unfiled	Exact Imaging Inc.
EXACTVU GYROPROBE	Unfiled	Exact Imaging Inc.

EXHIBIT D

Industrial Designs

Description

Registration/
Application
Number

Registration/
Application
Date

None

EXHIBIT E

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

None

45956327.1