

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Inxeption Corporation		03/16/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 18th Floor		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90667497	INXEPTION	
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:	Robert Nakano c/o Gardiner Roberts LLP		
Address Line 1:	Suite 3600, 22 Adelaide St. West		
Address Line 4:	Toronto, ON, CANADA M5H 4E3		
ATTORNEY DOCKET NUMBER:	119782		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	03/17/2022		
Total Attachments: 4			
source=B27. BMO - Inxeption - Trademark Security Agreement (Execution Version)#page1.tif			
source=B27. BMO - Inxeption - Trademark Security Agreement (Execution Version)#page2.tif			
source=B27. BMO - Inxeption - Trademark Security Agreement (Execution Version)#page3.tif			
source=B27. BMO - Inxeption - Trademark Security Agreement (Execution Version)#page4.tif			

CH \$40.00 90667497

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of March 16, 2022 is made by INXEPTION CORPORATION, a Delaware corporation (the “**Grantor**”), in favor of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into a credit agreement, as borrower, dated as of the date hereof, as amended, restated, supplemented, replaced or otherwise modified from time to time, with the Lender (the “**Credit Agreement**”).

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender certain security agreements dated as of the date hereof, made by and between the Grantor and the Lender (the “**Security Agreements**”).

WHEREAS, under the terms of the Security Agreements, 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 United States Patent and Trademark 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 such 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 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.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office 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 Agreements, which are hereby incorporated by reference. The provisions of the Security Agreements 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 Agreements, 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.

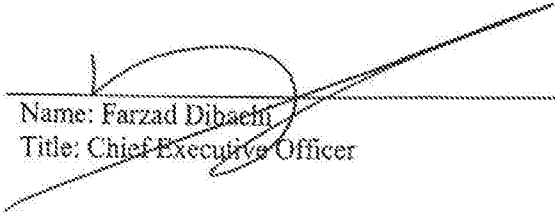
5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

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 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]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered as of the date first above written.

INXEPTION CORPORATION



Name: Farzad Dibaehi
Title: Chief Executive Officer

Address for Notices:
185 Valley Drive
Brisbane, CA 94005

SCHEDULE 1**TRADEMARKS**

Owner	Trademark	Serial Number	Date Filed
Inxeption Corporation	INXEPTION	90667497	April 23, 2021