

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716549

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GEOCOMPLY SOLUTIONS INC.		03/16/2022	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	13th Floor, 40 King Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Public Banking Company: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	90787006	RISKGUARD	
Serial Number:	90738753	PINPOINT	
Registration Number:	6382070	BETFINDERPRO	
Registration Number:	6220389	GEOGUARD	
Registration Number:	6179353	GEOCOMPLY	
Registration Number:	6203644	IDCOMPLY	
Registration Number:	6406163	TRUELOCATION	
Registration Number:	5934831	GEO GUARD	
Registration Number:	5005935	GEOCOMPLY SOLUS	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	303-629-3400		
Email:	burtner.jody@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	1400 Wewatta Street, Suite 400		
Address Line 2:	IP Department		
Address Line 4:	Denver, COLORADO 80202-5549		

OP \$240.00 90787006

ATTORNEY DOCKET NUMBER:	452528-2
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	03/24/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “**Agreement**”) is entered into as of March 16, 2022 by and between **THE BANK OF NOVA SCOTIA** (the “**Lender**”) and **GEOCOMPLY SOLUTIONS INC.**, a corporation incorporated under the laws of British Columbia, with its principal place of business located at 500 – 545 Robson St., Vancouver, BC, V6B 1A6 (the “**Debtor**”).

RECITALS:

A. The Lender has agreed to make certain advances of money and to extend certain financial accommodations (the “**Loans**”) to the Debtor in the amounts and manner set forth in that certain Commitment Letter between, among others, the Lender and the Debtor dated as of or about the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Commitment Letter**”); capitalized terms used herein are used as defined in the Commitment Letter).

B. The Lender is willing to make the Loans available to Debtor, but only upon the condition, among others, that the Debtor shall grant to the Lender a security interest in its Copyrights, Trademarks, and Patents (as each term is described below) to secure the Obligations of the Debtor to the Lender.

D. The Lender has contemporaneously entered into that certain General Security Agreement dated as of or about the date hereof (as same may be amended, modified or supplemented from time to time, the “**Security Agreement**”), pursuant to which the Debtor has granted to the Lender a security interest in all of the Debtor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Debtor’s Obligations to the Lender, the Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Debtor’s Obligations to the Lender, the Debtor grants and pledges to the Lender a security interest in all of the Debtor’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 the Debtor 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 the Debtor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

(f) 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;

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

(h) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, or Patents; and

(i) 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. The Debtor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other government officials to record and register this Agreement upon request by the Lender.

3. Authorization. The Debtor hereby authorizes the Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which the Debtor 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 Commitment Letter. The provisions of the Commitment Letter shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Intellectual Property Collateral are as provided by the Commitment Letter and related documents, including, but not limited to, the Security Agreement, and nothing in this Agreement shall be deemed to limit such rights and remedies.

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.

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. Severability. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Agreement shall remain in full force and effect.

8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein.

[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.

DEBTOR:

GEOCOMPLY SOLUTIONS INC.

DocuSigned by:
Anna Sainsbury
0A7DD840E74D447
Name: Anna Sainsbury
Title: President, CEO and Executive Chairman

DocuSigned by:
Damien Forer
5CC098BBEAF7415...
Name: Damien Forer
Title: Chief Financial Officer

We have authority to bind the Debtor

LENDER:

THE BANK OF NOVA SCOTIA

Name:
Title:

I have authority to bind the Lender

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.

DEBTOR:

GEOCOMPLY SOLUTIONS INC.


Name:
Title:

Name:
Title:

We have authority to bind the Debtor

LENDER:

THE BANK OF NOVA SCOTIA



Name: Julia Stelmach
Title: Associate Director, TIB

I have authority to bind the Lender