

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM727539

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Think Research Corporation		05/10/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Beedie Investments Ltd.		
Street Address:	1111 West Georgia Street		
Internal Address:	Suite 1570		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6E 4M3		
Entity Type:	Limited Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90746843	THNK	
Serial Number:	76718803	THINK RESEARCH	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	05/12/2022		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated May 10 , 2022, is made by Think Research Corporation and CancerLink Ontario Inc. (collectively, the “**Grantors**”) in favor of Beedie Investments Ltd. (together with its successors and assigns, the “**Secured Party**”). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, Think Research Corporation, as borrower, entered into that certain credit agreement, dated April 22, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Secured Party, as lender;

WHEREAS, as a condition precedent to the making of loans by the Secured Party pursuant to the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement, dated as of the date hereof (collectively, and as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreements**”); and

WHEREAS, under the terms of the Security Agreements, each of the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in such Grantor’s right, title and interest in and to the following (collectively, the “**IP Collateral**”):

- (i) the patents and patent applications set forth in Schedule A hereto;
- (ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1 (b) of the Lanham Act, to the extent that, the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law), together with the goodwill symbolized thereby;
- (iii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;
- (iv) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and
- (v) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as such term is defined in the Security Agreements) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement

obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart to this Agreement by facsimile or any other electronic transmission (e.g., "PDF" or "TIFF" or DocuSign) shall be as effective as delivery of a manually signed original.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the IP Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[Signatures pages to follow]

IN WITNESS WHEREOF, each 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.

Grantor:

THINK RESEARCH CORPORATION

By: DocuSigned by: Sachin Aggarwal
Name: Sachin Aggarwal
Title: Chief Executive Officer

IN WITNESS WHEREOF, each 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.

Grantor:

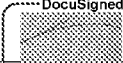
CANCERLINK ONTARIO INC.

By: DocuSigned by: Sachin Aggarwal
Name: 45756471478246 Sachin Aggarwal
Title: President

Accepted and acknowledged this _____ day of May, 2022

Secured Party:

BEEDIE INVESTMENTS LTD.

By:  _____
Name: A7033D32C6EC48C Ryan Beedie _____
Title: President _____

By: _____
Name: _____
Title: _____

SCHEDULE A

Title	Appl. No.	Patent No.	Owner
SYSTEM AND METHOD FOR ADDING FUNCTIONALITY TO WEB-BASED APPLICATIONS HAVING NO EXTENSIBILITY FEATURES	14872870	10019420	THINK RESEARCH CORPORATION
SYSTEM AND METHOD FOR DESIGNING AND EDITING COMPUTERIZED ELECTRONIC DATA-ENTRY FORMS	15809411	10824800	THINK RESEARCH CORPORATION
AUTOMATED GENERATION OF WEB FORMS USING FILLABLE ELECTRONIC DOCUMENTS	15840733	10902193	THINK RESEARCH CORPORATION
SYSTEM AND METHOD FOR TESTING ELECTRONIC VISUAL USER INTERFACE OUTPUTS	15957296	10909024	THINK RESEARCH CORPORATION
AUTOMATED GENERATION OF STRUCTURED ELECTRONIC REPRESENTATIONS OF USER-FILLABLE FORMS	13760708	9218331	THINK RESEARCH CORPORATION
METHODS, SOFTWARE AND DEVICES FOR IMPROVING VISIBILITY OF USER-FILLED DATA IN AN ELECTRONIC FORM	13552061	9342495	THINK RESEARCH CORPORATION
SYSTEMS, METHODS AND DEVICES FOR STRUCTURED DYNAMIC ELECTRONIC FORMS	63/153,135	N/A	THINK RESEARCH CORPORATION

SCHEDULE B

Word Mark	Serial No.	Reg. No.	Owner
THNK	90746843	N/A	THINK RESEARCH CORPORATION
THINK RESEARCH	76718803	5859274	THINK RESEARCH CORPORATION
CANCERLINK'S BEST OF ONCOLOGY	85478692	4706067	CANCERLINK ONTARIO INC.
OE ONCOLOGYEDUCATION.COM IMPROVING PATIENT CARE THROUGH EDUCATION	85157662	4161836	CANCERLINK ONTARIO INC.