

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731691

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LUMIFY INC.		05/31/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	70 York Street		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5J 1S9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6667240	FAWOO	
Serial Number:	88435450	LUMIFY	
Registration Number:	3796197	LUMI-M-STICK	
Registration Number:	3429358	LUMISHEET	
Serial Number:	88435438	OMNIFY	
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:	14168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Robert Nakano		
Address Line 1:	22 Adelaide St W, Ste. 3600		
Address Line 2:	Bay Adelaide Centre - East Tower		
Address Line 4:	Toronto, CANADA M5H 4E3		
NAME OF SUBMITTER:	Robert Nakano		
SIGNATURE:	/Robert Nakano/		
DATE SIGNED:	06/01/2022		
Total Attachments: 4			

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of May 31, 2022 is made by LUMIFY INC., a Canadian corporation (the “**Grantor**”), in favour of HSBC Bank Canada, as administrative agent (the “**Lender**”).

WHEREAS, the Grantor has entered into an amended and restated credit agreement, as borrower, dated May 31, 2022, 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 a certain security agreement dated January 9, 2018, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, 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 Intellectual Property Security Agreement for recording with the Canadian Intellectual Property Office and 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 the Grantor in, to, and under the following (the “**IP Collateral**”):

- (a) the trademark and patent registrations set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**IP**”);
- (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 Registrar for Trademarks and any other government officials in Canada to record and register this Intellectual Property Security Agreement with the Canadian Intellectual Property Office upon request by the Lender. The Grantor authorizes the Commissioner for Trademarks and Commissioner for Patents at the United States Patent and Trademark Office to record and register this Intellectual Property Security Agreement upon request by the Lender.

3. Loan Documents. This Intellectual Property Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided

by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Intellectual Property Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Intellectual Property 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 Intellectual Property 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 Intellectual Property Security Agreement.

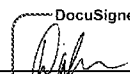
5. Successors and Assigns. This Intellectual Property Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Intellectual Property 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 Intellectual Property Security 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 federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

LUMIFY INC.

DocuSigned by:


Name: William H. Andrew
Title: Chief Executive Officer

Address for Notices: 2700 John St, Markham,
ON, L3R 2W4, Canada

Schedule 1

Registered Trademarks

Mark	Jurisdiction	Status	Number	Date of Registration
Fawoo Tech	Canada	Owned	TMA962926	2017-Feb-15
Fawoo Technology	Canada	Owned	TMA963103	2017-Feb-16
Lumify	Canada	Application	1939792	-
LumiSheet (Design)	Canada	Owned	TMA1097771	2021-Apr-08
LumiSheet (Standard Characters)	Canada	Owned	TMA1097779	2021-Apr-08
Omnify	Canada	Application	1931126	-
Fawoo	United States	Owned	6667240	2022-Mar-08
Lumify	United States	Application	88435450	-
Lumi-M-Stick	United States	Owned	3796197	2010-Jun-01
LumiSheet	United States	Owned	3429358	2008-May-20
Omnify	United States	Application	88435438	-

Registered Patents

Patent	Jurisdiction	Status	Number	Date of Filing	Date of Issuance
LumiSheet (Backlight unit capable of easily forming curved and three-dimensional shape)	United States	Owned	7473022	2006-May-04	2009-Jan-6
LumiSheet (Light guide panel with slanted light guiding parts)	United States	Owned	7018087	2003-Aug-18	2006-Mar-28
LumiSheet (Backlight unit capable of easily forming curved and three-dimensional shape)	Canada	Owned	2626448	2006-May-4	2010-Nov-30

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