

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM737989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Velocia Inc.		06/29/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	WindSail Capital Fund, L.P.		
Street Address:	133 Federal Street		
Internal Address:	Suite 702		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88769492	VELO	
Serial Number:	88769482	VELOCIA	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<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:	617 832 3018		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Joshua S. Jarvis		
Address Line 1:	155 Seaport Blvd.		
Address Line 2:	Foley Hoag LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210-2600		
ATTORNEY DOCKET NUMBER:	30685.00037		
NAME OF SUBMITTER:	Joshua S. Jarvis		
SIGNATURE:	/joshuasjarvis/		
DATE SIGNED:	06/30/2022		
Total Attachments: 8			
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TRADEMARK

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 29, 2022, is made by Velocia Inc., an Ontario corporation (the “Borrower”), in favor of WindSail Capital Fund, L.P., a Delaware limited partnership (the “Agent”), as administrative agent and collateral agent.

WITNESSETH:

WHEREAS, pursuant to that Credit and Security Agreement dated as of June 29, 2022 (as amended, modified, supplemented or restated hereafter, the “Credit Agreement”) by and among the Borrower, the Lenders from time to time party thereto, and the Agent, the Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein. All capitalized terms used and not otherwise defined herein shall have the meanings set forth in the Credit Agreement; and

WHEREAS, the Borrower has granted to the Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Borrower including all right, title and interest of the Borrower in, to and under all now owned and hereafter acquired copyrights, trademarks and patents, together with the goodwill of the business symbolized by the Borrower’s copyrights, trademarks and patents and all products and proceeds thereof, to secure the payment of all amounts owing by Borrower under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders, to enter into the Credit Agreement and the Loan Documents, the Borrower hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2. Grant of Security Interest in Intellectual Property Collateral. The Borrower, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations on the terms set forth in the Loan Documents, hereby grants to the Agent, for the benefit of the Lenders, a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Borrower (the “Intellectual Property Collateral”):

(a) Copyrights.

(i) all of its Copyrights and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1A hereto;

(ii) all renewals, reversions and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(b) Patents.

(i) all of its registered Patents and applications for registration thereof, including, without limitation, those referred to on Schedule 1B hereto;

(ii) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing; and

(iii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

(c) Trademarks.

(i) all of its Trademarks and registrations and applications for registration thereof, including, without limitation, those referred to on Schedule 1C hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Documents. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders, pursuant to the Loan Documents and the Borrower hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Borrower Remains Liable. The Borrower hereby agrees that, anything herein to the contrary notwithstanding, the Borrower shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Borrower's Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Representation and Warranties. The Borrower hereby represents and warrants that the trademarks, patents and copyrights listed opposite the Borrower's name on the schedules attached hereto constitute all registered (a) trademarks, (b) patents and (c) copyrights owned or registered to the Borrower.

Section 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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

BORROWER:

VELOCIA INC.

By:  _____

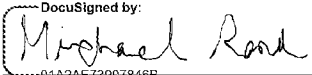
Name: David Winterstein

Title: Chief Executive Officer

Accepted and agreed to by:

AGENT

WINDSAIL CAPITAL FUND, L.P., as
Agent

DocuSigned by:

By: _____
Name: Michael Rand
Title: Managing Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

TRADEMARK
REEL: 007767 FRAME: 0201

**SCHEDULE 1A
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
COPYRIGHTS**

None.

**SCHEDULE 1B
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
PATENTS**

None.

**SCHEDULE 1C
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT
TRADEMARKS**

Canada:

Trademark	Owner	Application Number
VELOCIA	Velocia Inc.	1978826
VELO	Velocia Inc.	1978827

United States:

Trademark	Owner	Serial Number
VELOCIA	Velocia Inc.	88769492
VELO	Velocia Inc.	88769482