

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750626

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Xybion Corporation		08/16/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	805 W. Pender Street		
Internal Address:	2nd Floor		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6C 1K6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5498548	EMIDENCE	
Registration Number:	4713665	LABWISE	
Registration Number:	4804986	SAVANTE	
Registration Number:	5521511	WORKERS' COMP CLOUD	
Registration Number:	4517195	XYBION	
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:	08/23/2022		

OP \$140.00 5498548

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is entered into as of August 16, 2022, by **XYBION CORPORATION**, a company subsisting under the laws of Delaware (together with its successors and permitted assigns, "Grantor"), in favor of **NATIONAL BANK OF CANADA** (together with its successors and assigns, "Lender").

RECITALS

- A. Pursuant to that certain Credit Agreement dated as of August 16, 2022 (as amended, restated, supplemented, renewed, extended, modified or otherwise replaced from time to time, the "**Credit Agreement**"; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Credit Agreement), among Xybio Digital Inc., as borrower ("Borrower"), certain affiliates as guarantors, including Grantor, as guarantor, and Lender, as lender, Lender has agreed to make certain non-revolving loans (the "Loans") to Borrower pursuant to the terms and conditions thereof.
- B. Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor hereby agrees in favor of Lender as follows:

AGREEMENT

1. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance of the Secured Obligations, a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Intellectual Property"):
- a. any and all copyright rights, copyright applications, copyright registrations and like protections of Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the "Copyrights");
 - b. all patents, patent applications and like protections of Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same and all rights therein provided by international treaties or conventions (collectively, "Patents");
 - c. any trademark and servicemark rights of Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the "Trademarks");
 - d. any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
 - e. any and all source code;
 - f. any and all design rights which may be available to Grantor;
 - g. any and all claims for damages by way of past, present and future infringement of any of the foregoing, 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; and

- h. all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.
2. Grantor hereby confirms that the attached Exhibits of Grantor's Copyright, Patent and Trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof, and that Grantor has no Copyrights, Patents or Trademark applications and registrations, which have been registered or filed with the Canadian Intellectual Property Office.
 3. Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the Exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.
 4. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of any Loan Document by electronic means shall be effective as delivery of an original executed counterpart of such Loan Document. Delivery of an executed counterpart of a signature page of this Agreement, or any certificate delivered thereunder, by fax transmission or e-mail transmission (e.g. "pdf" or "tif") or other electronic means (including electronic signature system providers such as DocuSign, Inc.) shall be effective as delivery of a manually executed counterpart of this Agreement or certificate.
 5. This Agreement is a Loan Document and shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

GRANTOR:

XYBION CORPORATION

DocuSigned by:

Pradip Banerjee

C2C66676A3E8404

Name: Pradip K. Banerjee

Title: CEO

EXHIBIT A

COPYRIGHTS

NIL.

EXHIBIT B

PATENTS

Patent/Appln. No.	Title	Owner Information	Status
Appln. No. 16/286,285 Patent No. 11,062,327 Publn. No. US 2020/0273046	REGULATORY COMPLIANCE ASSESSMENT AND BUSINESS RISK PREDICTION SYSTEM	Xybion Corporation Inc.	Granted July 13, 2021

EXHIBIT C

TRADEMARKS

Mark/SN/RN	Status/Key Dates	Owner Information
<u>EMIDENCE</u> RN: 5498548 SN: 87181870	Registered June 19, 2018 Int'l Class: 42 First Use: September 11, 2017 Filed: September 23, 2016 Registered: June 19, 2018 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>LABWISE</u> RN: 4713665 SN: 86156291	Registered July 28, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: July 21, 2014 Filed: January 2, 2014 Registered: March 31, 2015 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 105 College Road East, Princeton, New Jersey 08540 United States of America
<u>SAVANTE</u> RN: 4804986 SN: 86275492	Registered November 18, 2021 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: October 10, 2014 Filed: May 8, 2014 Registered: September 1, 2015 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>WORKERS' COMP CLOUD</u> RN: 5521511 SN: 87786774	Registered July 17, 2018 Int'l Class: 42 First Use: February 6, 2018 Filed: February 6, 2018 Registered: July 17, 2018 Register Type: Supplemental Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America
<u>XYBION</u> RN: 4517195 SN: 85878450	Registered June 19, 2020 Office Status: Section 8 & 15-Accepted and Acknowledged Int'l Class: 09,42 First Use: March 9, 2003 Filed: March 18, 2013 Registered: April 22, 2014 Register Type: Principal Register	Xybion Corporation (Delaware Corporation) 2000 Lenox Drive, Suite 101, Lawrenceville, New Jersey 08648 United States of America