

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NOVISTO INC.		09/02/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	600, De La Gauchetière Ouest		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4L2		
Entity Type:	bank governed by the Bank Act (Canada): CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90178628	NOVISTO	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	ipdocketing@hodgsonruss.com		
Correspondent Name:	HODGSON RUSS LLP		
Address Line 1:	140 Pearl Street		
Address Line 2:	Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Blair K. Andrews		
SIGNATURE:	/blair k andrews/		
DATE SIGNED:	09/02/2022		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of September 2, 2022 is made by NOVISTO INC., a corporation existing under the federal laws of Canada with an address of 481 Viger West Avenue, Suite 200 Montreal QC Canada (together with any successors, by merger, consolidation or otherwise, and permitted assigns; herein referred to as the "Obligor") in favor of NATIONAL BANK OF CANADA, as lender under the Credit Agreement (as defined below) with an address of 600, De La Gauchetière Ouest Montreal, QC H3B 4L2 Canada (together with any successor(s) or assigns thereto, the "Lender"). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

WHEREAS pursuant to a credit agreement dated as of the date hereof (together with all amendments, modifications, supplements, restatements or replacements, if any, from time to time thereafter made thereto, the "Credit Agreement"), between the Lender and the Obligor, as borrower, the Lender has or will make Advances to the Obligor;

WHEREAS, the Obligor has further granted to Lender a security interest in substantially all the assets of the Obligor including a security interest in the Obligor's Intellectual Property, pursuant to a security agreement dated as of the date hereof (as amended, modified, supplemented, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS Obligor owns the Intellectual Property as listed on Schedule 1 annexed hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance of any and all obligations, indebtedness and liability of the Obligor owing to the Lender (including without limitation, the Obligations under the Credit Agreement), the Obligor hereby charges and grants to Lender a continuing security interest in all of the Obligor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Intellectual Property Collateral"), whether now existing or hereafter created, acquired or arising:

1. All United States trademarks, trade names, certification marks, patents, circuit topographies, copyrights and industrial designs that are registered in any United States government or United States public office or in respect of which any application for registration is pending with regard to the Obligor (collectively, the "Registered Intellectual Property"), which Registered Intellectual Property is set forth in Schedule A attached hereto.
2. All goodwill of the business associated with the use of the Registered Intellectual Property;
3. all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Obligor accruing thereunder or pertaining thereto;

4. any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
5. 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 Intellectual Property Collateral of or arising from any of the foregoing.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. The Obligor does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any direct conflict between this Agreement and the Credit Agreement such that it would be impossible to comply with the provisions of each of this Agreement and the Credit Agreement, the provisions of the Credit Agreement shall control and be paramount to the provisions of this Agreement.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Intellectual Property or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York without having regard to conflicts of law provisions thereof.

This Agreement may be executed by fax, electronic mail (including by .pdf format) and in any number of counterparts and by different parties hereto on separate counterpart signature pages, each constituting an original, but all together one and the same instrument.

In the event and to the extent that any provision hereof shall be deemed to be invalid or unenforceable by reason of the operation of any law or by reason of the interpretation placed thereon by any court, this Agreement shall to such extent be construed as not containing such provision, but only as to such jurisdictions where such law or interpretation is operative, and the invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions hereof, and any and all other provisions hereof which are otherwise lawful and valid shall remain in full force and effect.

This Agreement cannot be changed or terminated orally.

[Signature page follows]

IN WITNESS WHEREOF, the Obligor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

NOVISTO INC.

DocuSigned by:

Ben Saltiel

By: _____

Name: Ben Saltiel

Title: Finance & Operations Manager

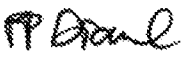
I/We have authority to bind the corporation

Witness

Acknowledged:

NATIONAL BANK OF CANADA
as Lender

By: 
Name: Mathieu Apuzzo
Title: Managing Director & Team Lead Western
Technology & Innovation Group

By:  , for
Name: Tuyen Vo
Title: Head - Technology & Innovation Group

Schedule 1 - Intellectual Property Security Agreement

Owner	Trademark	Application Number / Application Date	Registration Number / Registration Date	Status	Goods and Services	Comments
NOVISTO INC. CANADA CORPORATION 481 AVENUE VIGER OUEST, SUITE 200 MONTREAL, QC, H2Z1G6 CA (CANADA)	NOVISTO NOVISTO	App 90178628 App 14-SEP-2020		Pending Section 44(D) Section 44(d) Amended Section 44(d) Currently	INT. CL. 9 DOWNLOADABLE SOFTWARE TO COLLECT, HOST, MANAGE, ANALYZE AND REPORT ON ESG, ENVIRONMENTAL, SOCIAL, GOVERNANCE, DATA; DOWNLOADABLE SOFTWARE TO COLLECT INTERNAL AND EXTERNAL, INCLUDING SUPPLY CHAIN, ESG STRUCTURED AND UNSTRUCTURED DATA THROUGH A SUITE OF API, APPLICATION PROGRAMMING INTERFACE, LINKED TO ERP, ENTERPRISE RESOURCE PLANNING, SYSTEMS AND BUSINESS APPLICATIONS; AND TO AGGREGATE ESG DATA USING A ROBUST QUALITY CONTROL ENVIRONMENT; DOWNLOADABLE SOFTWARE TO DYNAMICALLY MAP ESG DATA TO REPORTING FRAMEWORKS; DOWNLOADABLE SOFTWARE TO MANAGE AND MONITOR, IN REAL-TIME, CORPORATE SOCIAL RESPONSIBILITY, CSR, PROGRAM PERFORMANCE; DOWNLOADABLE SOFTWARE TO ASSESS AND MANAGE ESG RISKS; DOWNLOADABLE SOFTWARE TO ENABLE SEARCHING, ORGANIZING, VISUALIZING AND MANAGING ESG DATA; DOWNLOADABLE SOFTWARE TO MAP AND IDENTIFY ESG RISK AND OBTAIN AI-DRIVEN RECOMMENDATION ON ESG RISK; PERFORMANCE AND DISCLOSURE; DOWNLOADABLE SOFTWARE TO BENCHMARK ESG PERFORMANCE WITH INDUSTRY STANDARDS AND BEST PRACTICES; DOWNLOADABLE SOFTWARE TO PROVIDE CUSTOMIZABLE DASHBOARD FOR CSR AND ESG MANAGEMENT; DOWNLOADABLE SOFTWARE TO INTEGRATE ESG AND FINANCIAL INFORMATION INTO A COHERENT DECISION MAKING FRAMEWORK AND ASSES THE ROI, RETURN ON INVESTMENT, OF SPECIFIC PROGRAM; DOWNLOADABLE SOFTWARE TO OBTAIN PREDICTIVE AND DESCRIPTIVE AI-DRIVEN INSIGHTS ON ESG PERFORMANCE AND OPTIMIZATION INT. CL. 42 SOFTWARE AS A SERVICE (SAAS) SERVICES	No security interest.

					<p>FEATURING SOFTWARE TO COLLECT, HOST, MANAGE, ANALYZE AND REPORT ON ESG, ENVIRONMENTAL, SOCIAL, GOVERNANCE; DATA; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO COLLECT INTERNAL AND EXTERNAL, INCLUDING SUPPLY CHAIN, ESG STRUCTURED AND UNSTRUCTURED DATA THROUGH A SUITE OF API, APPLICATION PROGRAMMING INTERFACE, LINKED TO ERP, ENTERPRISE RESOURCE PLANNING, SYSTEMS AND BUSINESS APPLICATIONS, AND TO AGGREGATE ESG DATA USING A ROBUST QUALITY CONTROL ENVIRONMENT; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO DYNAMICALLY MAP ESG DATA TO REPORTING FRAMEWORKS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO MANAGE AND MONITOR, IN REAL-TIME, CORPORATE SOCIAL RESPONSIBILITY (CSR) PROGRAM PERFORMANCE; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO ASSESS AND MANAGER ESG RISKS; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO ENABLE SEARCHING, ORGANIZING, VISUALIZING AND MANAGING ESG DATA; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO MAP AND IDENTIFY ESG RISK AND OBTAIN AI-DRIVEN RECOMMENDATION ON ESG RISK, PERFORMANCE AND DISCLOSURE; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO BENCHMARK ESG PERFORMANCE WITH INDUSTRY STANDARDS AND BEST PRACTICES; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO PROVIDE CUSTOMIZABLE DASHBOARD FOR CSR AND ESG MANAGEMENT; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO INTEGRATE ESG AND FINANCIAL INFORMATION INTO A COHERENT DECISION MAKING FRAMEWORK AND ASSES THE ROI, RETURN ON INVESTMENT, OF SPECIFIC PROGRAM; SOFTWARE AS A SERVICE (SAAS) SERVICES FEATURING SOFTWARE TO OBTAIN PREDICTIVE AND PRESCRIPTIVE AI-DRIVEN INSIGHTS ON ESG PERFORMANCE AND OPTIMIZATION; DESIGN, DEVELOPMENT, IMPLEMENTATION AND UPDATING OF ESG SOFTWARE; ESG COMPUTER SOFTWARE CONSULTANCY; PROVIDING INFORMATION ON</p>	
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COMPUTER TECHNOLOGY AND PROGRAMMING