

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757787

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACTO TECHNOLOGIES INC.		09/12/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PACIFIC WESTERN BANK		
Street Address:	555 S. MANGUM STREET, SUITE 1000		
City:	DURHAM		
State/Country:	NORTH CAROLINA		
Postal Code:	27701		
Entity Type:	STATE CHARTERED BANK: CALIFORNIA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6139088	ACTO FOR LIFE SCIENCES	
Registration Number:	6639592	ACTO	
Registration Number:	5057802	PLAYBOOK	
Registration Number:	5071580	SCRIMMAGE	
Registration Number:	5464766	PLAYBOOK	
CORRESPONDENCE DATA			
Fax Number:	9193141278		
<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:	919-314-3114		
Email:	diligencereview@pacwest.com		
Correspondent Name:	PACIFIC WESTERN BANK		
Address Line 1:	555 S. MANGUM STREET		
Address Line 2:	SUITE 1000		
Address Line 4:	DURHAM, NORTH CAROLINA 27701		
NAME OF SUBMITTER:	NICHOLAS NANCE		
SIGNATURE:	/NICHOLAS NANCE-JLT/		
DATE SIGNED:	09/27/2022		
Total Attachments: 6			

CH \$140.00 6139088

source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page1.tif
source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page2.tif
source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page3.tif
source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page4.tif
source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page5.tif
source=ACTO Technologies - IPSA (Inc. Canada) 9-12-22#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is entered into as of September 12, 2022 by and between PACIFIC WESTERN BANK, a California state-chartered bank (“*Bank*”) and ACTO TECHNOLOGIES INC., a corporation formed under the federal laws of Canada and extra-provincially registered in the Province of Ontario (“*Grantor*”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and ACTO Technologies USA Inc. dated April 23, 2021 (as the same may be amended, modified or supplemented from time to time, the “*Loan Agreement*”).

B. Bank is willing to extend and to continue to extend financial accommodations to Grantor, but only upon the condition, among others, that Grantor grants to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of a security agreement dated April 23, 2021 (as the same may be amended, modified or supplemented from time to time (the “*Security Agreement*”); capitalized terms used herein are used as defined in the Security Agreement), Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks applied for or registered in the United States and Canada as listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world, and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security

interest granted hereby are in addition to those set forth in the Security Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement, the Security Agreement or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

The terms of Article 11, Section 12.2 (Indemnification), Section 12.6 (Counterparts; Electronic Transmission; Electronic Signatures), and Section 12.9 (E-Systems) of the Loan Agreement are incorporated by reference herein, *mutatis mutandis*, and the parties hereto agree to be bound by the terms thereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

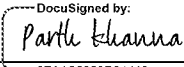
IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

60 Atlantic Avenue, Suite 200
Toronto, ON M6K 1X9, Canada
Attn: Travis Phung

ACTO TECHNOLOGIES INC.

By: 
0EA1C2220FC1410...

Name: Parth Khanna


Title: Chief Executive Officer

BANK:

Address of Bank:

555 S. Mangum Street, Suite 1000
Durham, NC 27701
Attn: Legal Department

PACIFIC WESTERN BANK

By: 
87F9B501F2ED445...

Name: Joel Marquis

Title: Senior Vice President

EXHIBIT A

Copyrights

Description	Registration Number	Registration Date
NONE		


EXHIBIT B

Patents

Description	Patent/Application Number	Registration/Filing Date
EVENT-DRIVEN CONTENT RECOMMENDATION ENGINE	11,301,527	4/12/2022
DETERMINING THE DISPLAY ORDER OF DATA ITEMS AT A COMPUTING DEVICE BASED ON CONTEXTUAL DATA CAPTURED BY SENSOR DEVICES	10,496,719	12/3/2019
CONVERSATIONAL AGENT FOR HEALTHCARE CONTENT	16/888,244	5/29/2020

EXHIBIT C

Trademarks

Description	Registration/Serial Number	Registration/ Application Date
ACTO FOR LIFE SCIENCES	6139088	9/1/2020
	6639592	2/8/2022
PlayBook	5057802	10/11/2016
SCRIMMAGE	5071580	11/1/2016
PLAYBOOK	5464766	5/8/2018