

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM763920

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
VOXTUR ANALYTICS CORP.		09/21/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL		
<b>Street Address:</b>	100 King Street West, 18th Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6735943	VOXTUR	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	14168652965		
<b>Email:</b>	bnakano@grllp.com		
<b>Correspondent Name:</b>	Robert Nakano		
<b>Address Line 1:</b>	22 Adelaide St W, Ste. 3600		
<b>Address Line 2:</b>	Bay Adelaide Centre - East Tower		
<b>Address Line 4:</b>	Toronto, ON, CANADA M5H 4E3		
<b>ATTORNEY DOCKET NUMBER:</b>	121290		
<b>NAME OF SUBMITTER:</b>	Robert Nakano		
<b>SIGNATURE:</b>	/R. Nakano/		
<b>DATE SIGNED:</b>	10/27/2022		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of September 21, 2022 is made by and between VOXTUR ANALYTICS CORP., a corporation incorporated under the *Business Corporations Act* (Ontario) (the “**Grantor**”), in favour of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into an Amended and Restated Credit Agreement dated as of September 21, 2022 (the “**Credit Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has previously executed and delivered to the Lender that certain General Security Agreement dated October 11, 2019, as amended, 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 IP Security Agreement for recording with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable.

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 patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);
- (c) 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;
- (d) 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
- (e) 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 Commissioner for Patents and the Registrar for Trademarks, and any other government officials in the US or Canada, as the case may be, to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP 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 Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

5. Successors and Assigns. This IP 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 IP 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 IP 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, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

**VOXTUR ANALYTICS CORP.**

DocuSigned by:  
*Stacy Mestayer*  
By: \_\_\_\_\_  
Name: Stacy Mestayer  
Title: Chief Legal Officer  
Address for Notices:  
5404 Cypress Center Drive, Suite 300  
Tampa, FL 33609

SIGNED, SEALED AND DELIVERED )

in the presence of: )

DocuSigned by: )  
*Natalia Larson* )  
\_\_\_\_\_  
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WITNESS )  
Natalia Larson )

**SCHEDULES**

**SCHEDULE 1**

**PATENTS**

**Patent Registrations/Application**

None.

**SCHEDULE 2**  
**TRADEMARKS**

**Trademark Registrations/Application**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Registration/Application Number</b>	<b>Registration/Filing Date</b>	<b>Record Owner/Applicant</b>
VOXTUR	US	6735943	2022-05-24	VOXTUR ANALYTICS CORP.
VOXTUR	Canada	2 146 767	2021-11-11	VOXTUR ANALYTICS CORP.