

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773490

<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>
Optel Group Holding USA Inc.		12/08/2022	Corporation: DELAWARE
Optel Group USA Inc.		12/08/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BDC Capital Inc.		
<b>Street Address:</b>	1035, avenue Wilifrid-Pelletier		
<b>Internal Address:</b>	Bureau 3		
<b>City:</b>	Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	G1 W 0C5		
<b>Entity Type:</b>	Financial Firm: QUEBEC		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4130552	VERIFY BRAND	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	BDC Capital, Inc., c/o CSC		
<b>Address Line 1:</b>	19 West 44th Street		
<b>Address Line 2:</b>	Suite 200		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8401		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		

CH \$40.00 4130552

<b>DATE SIGNED:</b>	12/12/2022
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of December 8, 2022 (the "*Agreement*"), between BDC CAPITAL INC. ("*Secured Party*"), OPTEL GROUP HOLDING USA INC., a corporation constituted under the laws of the State of Delaware, and OPTEL GROUP USA INC., a corporation constituted under the laws of the State of Delaware (collectively, with any other entity that may become a party hereto as provided herein, individually and collectively, each a "*Grantor*" and, collectively, "*Grantor*"), is made with reference to that certain Security Agreement dated as of the date hereof, between Secured Party and Grantor (as the same may be amended, supplemented, restated, replaced or otherwise modified from time to time, the "*Security Agreement*"). Terms defined in the Security Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Loan Agreement, Grantor grants to Secured Party a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "*Intellectual Property Collateral*");

(a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "*Copyrights*"), including the Copyrights described in Exhibit A;

(b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks (collectively, the "*Trademarks*"), including the Trademarks described in Exhibit B;

(c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "*Patents*"), including the Patents described in Exhibit C;

(d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "*Mask Works*");

(e) trade secrets, and any and all intellectual property rights in computer software and computer software products;

(f) design rights;

(g) claims for damages by way of past, present and future infringement of any of the rights included above, 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;

(h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

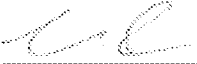
The rights and remedies of Secured Party with respect to the security interests granted hereunder are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Secured Party as a matter of law or equity. Each right, power and remedy of Secured Party provided for herein or in the Loan 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 Secured Party of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Secured Party of any other rights, powers or remedies.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**GRANTOR:**

OPTEL GROUP HOLDING USA INC.

By:   
Name: Louis Roy  
Title: Director, President and Secretary

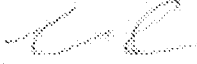
Address for Notices:

2680, boulevard du Parc-Technologique,  
Québec (Québec) CANADA G1P 4S6

Attention: Louis Roy  
Email: louis.roy@optelgroup.com

**GRANTOR:**

OPTEL GROUP USA INC.

By:   
Name: Louis Roy  
Title: Director, President and Secretary

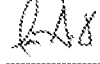
Address for Notices:

2680, boulevard du Parc-Technologique,  
Québec (Québec) CANADA G1P 4S6

Attention: Louis Roy  
Email: louis.roy@optelgroup.com

**SECURED PARTY:**

BDC CAPITAL INC.

By:   
Name: Me Louis Asselin, avocat  
Title: Mandataire (Attorney)

Address for Notices:

5, Place Ville-Marie, bureau 100  
Montréal (Québec) H3B 5E7  
CANADA

Attention: Pierre Marquis  
Email: pierre.marquis@bdc.ca

EXHIBIT A  
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre-registered?</u>

EXHIBIT B  
TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>USPTO Reference Number:</u>	<u>Filing Date:</u>
Verify Brand	85234073	4130552	015285	February 4, 2011

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>
Authentication and Tracking System	8,615,470	11/689,144	Yes	December 24, 2013