

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM781695

<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>
VIQ SOLUTIONS, INC.		01/13/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BEEDIE INVESTMENTS LTD.		
<b>Street Address:</b>	1111 WEST GEORGIA STREET, SUITE 1570		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 4M3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6492771	CARBON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6046835214		
<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>	6046486534		
<b>Email:</b>	Trademarks.Canada@dentons.com		
<b>Correspondent Name:</b>	Dentons Canada LLP		
<b>Address Line 1:</b>	20th Floor, 250 Howe Street		
<b>Address Line 4:</b>	Vancouver, BRITISH COLUMBIA V6C 3R8		
<b>NAME OF SUBMITTER:</b>	Richard A. Johnson		
<b>SIGNATURE:</b>	/Richard A. Johnson/		
<b>DATE SIGNED:</b>	01/19/2023		
<b>Total Attachments: 11</b>			
source=Beedie-VIQ - US IPSA - Executed (Jan. 13, 2023)#page1.tif			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**IP Security Agreement**”) dated January 13th, 2023, is made by VIQ SOLUTIONS INC. and VIQ SOLUTIONS, INC. (the “**Grantors**”) in favor of Beedie Investments Ltd. (together with its successors and assigns, the “**Secured Party**”). Capitalized terms used in this IP Security Agreement and not otherwise defined herein have the respective meanings assigned thereto in the Credit Agreement (as defined below).

WHEREAS, VIQ Solutions Inc., as borrower, entered into that certain credit agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) with the Secured Party, as lender;

WHEREAS, as a condition precedent to the making of loans by the Secured Party pursuant to the Credit Agreement, each Grantor has executed and delivered a certain Security Agreement, each dated as of the date hereof (collectively, and as may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreements**”); and

WHEREAS, under the terms of the Security Agreements, each of the Grantors have granted to the Secured Party a security interest in, among other property, certain intellectual property of such Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Secured Party a security interest in such Grantor’s right, title and interest in and to the Collateral (as defined in the Security Agreements), including without limitation the following (collectively, the “**IP Collateral**”):

(i) any and all intellectual property, whether recorded/registered or not and regardless of form or method of recording;

(ii) the patents and patent applications set forth in Schedule A hereto;

(iii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications or intent-to-use service mark applications filed pursuant to Section 1 (b) of the Lanham Act, to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the applicable Grantor’s right, title or interest therein or any trademark or service mark issued as a result of such application under applicable federal law), together with the goodwill symbolized thereby;

(iv) all copyrights, whether registered or unregistered, now owned or hereafter acquired by each Grantor, including without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto;

(v) all industrial designs and industrial design registrations set forth in Schedule D hereto;

(vi) all domain names set forth in Schedule E hereto;

(vii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(viii) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing; and

(ix) 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 foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as such term is defined in the Security Agreements) of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts; Delivery. This IP Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same agreement. In proving this IP Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission (including electronic signature system providers, such as DocuSign, Inc.) shall be deemed an original signature hereto. The words "execution," "signed," "signature," and words of like import in any Loan Document shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreements. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the IP Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. THIS IP SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO ITS PRINCIPLES OR RULES OF CONFLICT OF LAWS TO THE EXTENT SUCH PRINCIPLES OR RULES ARE NOT MANDATORILY APPLICABLE BY STATUTE AND WOULD REQUIRE OR PERMIT THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

*[Signatures pages to follow]*

IN WITNESS WHEREOF, each 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.

Grantors:

**VIQ SOLUTIONS INC.,**  
an Ontario corporation

By: Sebastien Pare  
DocuSigned by: D9D8D2D46DA0462...

Name: Sebastien Pare

Title: Chief Executive Officer

By: Alexie Edwards  
DocuSigned by: 933543501F7E42D...

Name: Alexie Edwards

Title: Chief Financial Officer

**VIQ SOLUTIONS, INC.,**  
a Delaware corporation

By: Sebastien Pare  
DocuSigned by: D9D8D2D46DA0462...

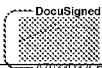
Name: Sebastien Pare

Title: President

Accepted and acknowledged this 13 day of January, 2023

Secured Party:

**BEEDIE INVESTMENTS LTD.**

By:   
Name: Ryan Beedie  
Title: President

**SCHEDULE A**

**PATENTS**

<b>Owner</b>	<b>Patent No.</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Title</b>
VIQ SOLUTIONS INC.	10223929	15/247268	8/25/2016	Evidence based digital training portfolio
VIQ SOLUTIONS INC.	10553125	16/202468	11/28/2018	Evidence based digital training portfolio
VIQ SOLUTIONS INC.	11152005	16/567143	9/11/2019	Parallel processing framework for voice to text digital media
VIQ SOLUTIONS INC.		17/226241	4/9/2021	Securing And Managing Offline Digital Evidence With A Smart Data Lease System

**SCHEDULE B****TRADEMARKS**

<b>Owner</b>	<b>Trademark Registration</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Mark</b>
VIQ SOLUTIONS INC.	4554300	85860754	2/26/2013	Live	NET TRANSCRIPTS
VIQ SOLUTIONS INC.	2880801	76483603	1/21/2003	Live	NETSCRIBE
VIQ SOLUTIONS INC.	4554300	85860754	2/26/2013	Live	NET TRANSCRIPTS
VIQ SOLUTIONS INC.		87853840	3/28/2018	Live	AI ASSIST
VIQ SOLUTIONS INC.		88399150	4/23/2019	Live	CAPTUREPRO
VIQ SOLUTIONS INC.		88399155	4/23/2019	Live	MOBILEMIC
VIQ SOLUTIONS INC.		88399165	4/23/2019	Live	AUDIOWORX
VIQ SOLUTIONS INC.		88399171	4/23/2019	Live	ACCESSPOINT
VIQ SOLUTIONS INC.		88543224	7/28/2019	Live	AIASSIST
VIQ SOLUTIONS, INC.	6492771	90376086	12/11/2020	Live	CARBON
VIQ SOLUTIONS INC.		90801222	6/29/2021	Live	FIRSTDRAFT



**SCHEDULE C**

**COPYRIGHTS**

NIL.

**SCHEDULE D**

**INDUSTRIAL DESIGNS**

NIL.

**SCHEDULE E****DOMAIN NAMES**

<b>Domain Name</b>	<b>Expiration Date</b>
aiassist.ai	10/2/2023
asc.work	11/26/2025
ascecho.com	4/2/2023
ascllc.net	2/7/2023
ascserve.com	3/23/2023
auscript.app	5/10/2023
auscript.au	9/21/2023
auscript.biz	5/10/2023
auscript.chat	6/27/2023
auscript.co	5/10/2023
auscript.com	8/19/2023
auscript.com.au	10/31/2023
auscript.express	5/10/2023
auscript.info	5/10/2023
auscript.live	8/14/2023
auscript.net.au	10/13/2023
auscript.online	5/10/2023
auscript.org	5/10/2023
auscript.us	6/27/2023
capture-pro.com	6/9/2023
capture-pro.net	6/9/2023
conferencetranscript.com	11/15/2023
courtchat.com.au	5/13/2023
courtex.com	8/25/2023
courtex.net	8/25/2023
cqsocialmedia.net	4/11/2023
datalicensing.net	1/27/2024
dataworxs.com	1/7/2024
dataworxs.com.au	12/19/2023
DICTATION-SERVICE.NET	5/6/2023
documint.com	5/14/2026
documint.info	1/3/2024
emediamillworks.com	12/7/2023
fdch-emediamillworks.com	12/12/2023
fdch.com	1/20/2024
fdch.net	5/2/2023
fdchemedia.com	7/18/2023
firstdraft.net	11/6/2023
ftrauscript.com	4/6/2024

INSURANCETRANSCRIPTS.COM	5/6/2023
insurancetranscripts.net	5/6/2023
INTERVIEW-TRANSCRIPTION.COM	5/6/2023
LA-TRANSCRIPTION.NET	5/6/2024
mobilemicpro.com	5/24/2023
mobilemicpro.net	5/24/2023
morningsidepartners.com	1/30/2024
morningsidepartners.net	9/21/2023
myauscript.com.au	4/22/2023
net-scribe.net	11/18/2023
net-scribe.online	3/24/2023
netscribe.net	8/25/2023
nettranscripts.biz	9/23/2023
nettranscripts.co	9/23/2023
nettranscripts.com	11/16/2026
nettranscripts.info	9/24/2023
nettranscripts.mobi	9/24/2023
nettranscripts.org	9/24/2023
nettranscripts.us	9/23/2023
nettranscripts.us.com	9/24/2023
ozescript.com	9/20/2023
ozescript.com.au	9/21/2023
ozscribe.com.au	9/21/2023
ozscript.com	9/20/2023
policetranscription.com	5/6/2023
POLICETRANSCRIPTION.NET	5/6/2023
POLICETRANSCRIPTS.COM	5/6/2023
RECORDED-STATEMENTS.COM	5/6/2023
sandc.com.au	9/12/2024
searchcnn.com	11/22/2023
sparkandcannon.com	11/11/2023
sparkandcannon.com.au	Expired
STATEMENTTRANSCRIPTION.COM	5/6/2023
teconfidential.com	5/6/2023
tei-icqp.com	1/22/2023
TEI-UNIVERSITY.COM	5/6/2023
TEI-VQP.COM	5/6/2023
TRANSCRIBE-INTERVIEWS.COM	5/6/2023
TRANSCRIBELEGAL.COM	5/6/2023
TRANSCRIBEVERBATIM.COM	5/6/2023
TRANSCRIPTIONEXPRESS.CO	2/8/2023
TRANSCRIPTIONEXPRESS.COM	5/6/2023
TRANSCRIPTIONEXPRESS.NET	5/6/2023

typingasap.com	9/7/2023
urscribe.com	2/4/2024
viqaustralia.com	2/16/2024
viqconsultant.com	8/9/2024
viqpro.ca	5/15/2023
viqpro.com	5/15/2023
viqsolutions.au	4/6/2023
viqsolutions.biz	9/14/2023
viqsolutions.bz	7/17/2023
viqsolutions.cn	7/17/2023
viqsolutions.co.uk	7/17/2024
viqsolutions.com	9/15/2023
viqsolutions.com.au	6/16/2023
viqsolutions.info	9/15/2023
viqsolutions.net	9/15/2023
viqsolutions.net.au	10/5/2025
viqsolutions.org	9/15/2023
viqsolutions.tw	7/17/2023
viqsolutions.us	7/16/2023
viqsupport.com	6/25/2023
voiceiq.com	4/13/2023
voiceiq.net	4/13/2023
voiceiq.org	4/13/2023
WITNESSTRANSCRIPTION.COM	5/6/2023