

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM790093

|                                                                                                                                                                                                 |                                      |                               |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|-------------------------------|---------------------|
| <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>  |
| Sightline Innovation Inc.                                                                                                                                                                       |                                      | 03/04/2016                    | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                      |                               |                     |
| <b>Name:</b>                                                                                                                                                                                    | Manitoba Development Corporation     |                               |                     |
| <b>Street Address:</b>                                                                                                                                                                          | 1040 - 259 Portage Avenue            |                               |                     |
| <b>City:</b>                                                                                                                                                                                    | Winnipeg, Manitoba                   |                               |                     |
| <b>State/Country:</b>                                                                                                                                                                           | CANADA                               |                               |                     |
| <b>Postal Code:</b>                                                                                                                                                                             | R3B 3P4                              |                               |                     |
| <b>Entity Type:</b>                                                                                                                                                                             | Crown Corporation: CANADA            |                               |                     |
| <b>PROPERTY NUMBERS Total: 2</b>                                                                                                                                                                |                                      |                               |                     |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                        | <b>Word Mark</b>              |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 6213157                              | MACHINE LEARNING AS A SERVICE |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 5613789                              | MLAAS                         |                     |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                      |                               |                     |
| <b>Fax Number:</b>                                                                                                                                                                              | 9528421742                           |                               |                     |
| <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>                                                                                                                                                                                   | 952-896-1545                         |                               |                     |
| <b>Email:</b>                                                                                                                                                                                   | ipgroup@larkinhoffman.com            |                               |                     |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Molly T. Eichten                     |                               |                     |
| <b>Address Line 1:</b>                                                                                                                                                                          | 8300 Norman Center Drive, Suite 1000 |                               |                     |
| <b>Address Line 2:</b>                                                                                                                                                                          | Larkin Hoffman Daly & Lindgren Ltd.  |                               |                     |
| <b>Address Line 4:</b>                                                                                                                                                                          | Minneapolis, MINNESOTA 55437-1060    |                               |                     |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | Molly T. Eichten                     |                               |                     |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Molly T. Eichten/                   |                               |                     |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 02/27/2023                           |                               |                     |
| <b>Total Attachments: 34</b>                                                                                                                                                                    |                                      |                               |                     |
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## GENERAL SECURITY AGREEMENT

### SIGHTLINE INNOVATION INC. (THE "BORROWER")

#### 1. CREATION OF SECURITY INTEREST

Sightline Innovation Inc. (the "Borrower"), for value received, hereby mortgages, charges, pledges, assigns, transfers and sets over to MANITOBA DEVELOPMENT CORPORATION ("MDC"), and grants to MDC a Security Interest in, all Collateral as general and continuing security for the payment of all Indebtedness. The Security Interest constituted hereby shall continue until all of the Indebtedness is paid in full.

#### 2. DESCRIPTION OF COLLATERAL

- (a) Subject to subsections 2(b), 2(c) and 2(d), the following property, assets and undertaking of the Borrower now or hereafter owned or acquired by or on behalf of the Borrower is included in the Collateral that is subject to the mortgage, charge, pledge, assignment and Security Interest created by this Agreement:
- (i) Scheduled Property: all property described in Schedule "A" as amended from time to time and in any Schedule as added from time to time, including all parts, accessories, attachments, special tools, additions and accessions;
  - (ii) Inventory: all Inventory of whatever kind and wherever situate including, without limitation, Goods that are held by a person for sale or lease, that are to be furnished or have been furnished under a contract of service or that are raw materials, work in process or materials used or consumed in a business or profession;
  - (iii) Equipment: all Equipment (other than Inventory) of whatever kind and wherever situate including, without limitation, all machinery, tools, apparatus, plant, furniture, fixtures and vehicles;
  - (iv) Goods: all Goods (other than Inventory, Equipment and Consumer Goods);
  - (v) Debts: all book accounts, book debts, accounts receivable and generally all accounts, debts, dues, claims, choses in action and demands of whatsoever kind and however arising or secured, including letters of credit and advices of credit, now or hereafter due, owing or accruing or growing due to or owned by the Borrower;
  - (vi) Intangibles: all personal property (other than Goods and Debts) of whatever kind including, without limitation, all contractual rights, insurance

claims, goodwill, patents, trademarks, copy rights and other intellectual and industrial property;

- (vii) Intellectual Property: all Intellectual Property, together with any works, creations, inventions, designs, drawings, processes, plans, formulae and know-how, now known or hereafter developed, including improvements thereto, created by or for the Borrower, or acquired by the Borrower, as well as all documents and materials relating thereto (the foregoing forming part of the Intellectual Property, as this term is used in this Agreement).
  - (viii) Books and Records: all deeds, documents, writings, papers, books of account and other books relating to or being records of Debts, Chattel Paper, Documents of Title, Instruments or Intangibles or by which such are or may hereafter be secured, evidenced, acknowledged or made payable;
  - (ix) Proceeds: personal property in any form, or fixtures, that are derived directly or indirectly from any dealing with the Collateral or proceeds of the Collateral or that indemnify or compensate for any Collateral which is destroyed or damaged, infringed or misappropriated, including without limitation all damages, income, royalties, and payments now or hereafter due and/or payable under or with respect to any of the Intellectual Property;
  - (x) Other Property: all other property, assets and undertaking of whatever kind including, without limitation, all Chattel Paper, Documents of Title, Instruments, Securities, monies other than trust monies lawfully belonging to other persons, freehold and leasehold property and buildings, erections and fixtures now or hereafter constructed or placed on such property, property referred to in this subsection as may be returned to or repossessed by the Borrower and renewals of, accretions to and substitutions for property referred to in this subsection; and
  - (xi) Damage: all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to the Collateral, including without limitation the Intellectual Property, including all damages and payment for past, present and future infringements of any of the Intellectual Property and the right (but not the obligation) to sue for past, present and future infringements or misappropriations of any of the foregoing and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto.
- (b) Last Day of Lease Not Included - The Collateral shall not include the last day of the term of any lease or lease agreement but, on the enforcement of this

Agreement, the Borrower shall stand possessed of such last day in trust to assign the same to any person acquiring such term.

- (c) Consumer Goods - Consumer Goods do not form part of the Collateral and the Security Interest created by this Agreement does not attach to Consumer Goods.
- (d) Definitions and Interpretation - Unless otherwise provided, the capitalized terms used in this Agreement shall have the meanings assigned in section 1, subsection 2(a) and Schedule "B". Words in the singular include the plural and words in the plural include the singular. Words of masculine gender include the feminine gender and words of feminine gender include the masculine gender. The division of this Agreement into sections and sub-sections and the insertion of headings are for convenience or reference only and do not affect the construction or the interpretation of this Agreement.

### 3. BORROWER'S REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants that:

- (a) Corporate Existence - it is a corporation duly organized and validly existing under the statutes under which it was and is incorporated and duly registered or qualified in the Province of Manitoba to conduct its business;
- (b) Corporate Authority - it has done and performed all matters so as to authorize and make the creation and issue of this Agreement and its execution and delivery legal and valid in accordance with the constating documents of the Borrower, all applicable laws and all agreements to which the Borrower is a party or is bound;
- (c) Owner of Collateral - it is the registered and beneficial owner of the Collateral (except after-acquired property) free and clear of all mortgages, charges, Security Interests and other encumbrances, except as set out in Schedule "A";
- (d) Actions - it has received no notice of and has no knowledge of any litigation or claim for judicial or administrative action pending or threatened against the Borrower before any court, administrative board or other tribunal which, if determined adversely to the Borrower, would materially adversely affect the Collateral or its use or market value or the financial condition, ownership or operation of the Borrower; and
- (e) Validity of Intellectual Property - the Borrower represents that the Intellectual Property is valid, as follows:
  - (i) all Intellectual Property, including without limitation that Intellectual Property listed in Schedule "C", is either (a) wholly original and has been

developed by or for the Borrower, such that the Borrower is the owner of all Intellectual Property rights therein, or (b) where the Intellectual Property is acquired from a third party, the Borrower hereby confirms that it has acquired all right, title and interest therein, and, in the case of any Copyright interests therein, the Borrower confirms that all applicable authors of the Intellectual Property have waived their moral rights under the *Copyright Act of Canada*;

- (ii) where any Intellectual Property is Licensed to the Borrower, as more particularly set out in Schedule "C" hereto, and as amended from time to time, the terms of any such License allow for MDC to continue to use and exploit same upon default by the Borrower, or alternatively that the licensor or same has/had agreed to license same to MDC upon default by the Borrower;
  - (iii) all right, title and interest in and to the Intellectual Property is owned by the Borrower, and the Intellectual Property is valid, subsisting, unexpired, enforceable and the Borrower has not abandoned or ceased to use the Intellectual Property. The Borrower has received no demand nor notice of and has no knowledge of any potential or actual claim, suit, decision or judgment that has been rendered by any governmental or regulatory department, commission, board, bureau, agency or other authority which would challenge, limit, cancel or question the ownership of the Intellectual Property, the right to use or Exploit the Intellectual Property, or the validity of any of the Intellectual Property, or impose any adverse determination or development relating thereto, or the Borrower's right to register, keep and maintain same;
  - (iv) to the best of the knowledge of the Borrower, having made due inquiry, the Intellectual Property, and the use and/or exploitation of same, does not infringe any rights owned or possessed by any third party;
  - (v) the Borrower has taken any and all steps available to it to secure its Intellectual Property rights by registration (unless advised to the contrary by intellectual property legal counsel, based on a legal opinion issued in writing, which opinion shall be provided to MDC forthwith upon request. The Borrower shall advise MDC of any such opinion upon receipt, together with a description satisfactory to MDC with respect to the relevant Intellectual Property); and
  - (vi) no claim has been made that the use of Intellectual Property as planned by the Borrower infringes on the asserted rights of any third party.
- (f) No conflict with other obligations: the execution, delivery and performance of this Agreement does not conflict with or cause a breach or default, or an event that

with the passage of time or notice, shall constitute a breach or default, under any agreement to which the Borrower is a party or which the Borrower is bound.

- (g) Security Interest - the Security Interest created by this Agreement is given to secure repayment of the Indebtedness and the Borrower hereby grants a purchase money security interest to MDC with respect to the Scheduled Property.
- (h) The Borrower has not licensed or granted any option, right, title or interest in or to any of the Intellectual Property to any third party except as set out in Schedule "C".

#### 4. LOCATION OF COLLATERAL

The Borrower represents and warrants that the Collateral is and will be located at the Facilities and agrees that, as long as this Agreement remains in effect, the Collateral shall not be removed from those locations without the prior written consent of MDC.

#### 5. USE OF COLLATERAL

Before default under this Agreement and subject to section 7, the Borrower may use the Collateral in the ordinary course of its business in any manner not inconsistent with this Agreement.

#### 6. BORROWER'S COVENANTS

The Borrower covenants and agrees that, as long as this Agreement remains in effect:

- (a) Registration - it shall take any and all steps necessary (or in the case where the Intellectual Property is licensed to the Borrower, shall exercise its best efforts to cause the licensor of same) in its reasonable business judgment to protect the Intellectual Property (now known or hereafter developed, adopted, acquired or otherwise) through registration, in Canada, the United States (and, as applicable, throughout the world, in accordance with its then-current business plan), with all applicable governmental and regulatory authorities, and expeditiously prosecute such applications, and attend to maintenance and renewals of same, in good faith, (unless advised by intellectual property legal counsel based on a legal opinion, received in writing, that such Intellectual Property is not registrable that registration would not sufficiently protect the Intellectual Property or is not advisable for reasons of confidentiality or business advantage, the foregoing being satisfactory to MDC acting reasonably, including without limitation the following, in its reasonable business judgment:
  - (i) with respect to the Trademarks, make application in Canada and the U.S. and throughout the world, as applicable, on registrable but unregistered

Trademarks material to its business, prosecute diligently any applications for any Trademarks pending as of the date of this Agreement or thereafter filed, maintain any trademark registrations in effect as of the date of this Agreement or thereafter obtained, and preserve and maintain all rights in the Trademarks and any registrations thereof and the applications therefore;

- (ii) with respect to the Patents, make application in Canada and the U.S., and throughout the world, as applicable, for patents in relation to unpatented inventions material to its business, prosecute diligently any patent applications pending as of the date of this Agreement or thereafter acquired or filed and maintain any Patents issued as of the date of this Agreement or thereafter issued;
  - (iii) with respect to the Copyrights, register in Canada and the U.S. and throughout the world, as applicable, any works of authorship material to the business of Borrower;
  - (iv) with respect to Licenses, register any registrable but unregistered licenses material to its business in Canada, the U.S. and throughout the world, as applicable;
- (b) Keep Secured Party Informed - it shall, on no less than an annual basis during the term of the Indebtedness and forthwith at any time upon receipt of a request in writing from MDC, apprise MDC of the status of all of its Intellectual Property, including without limitation with respect to applications, improvements, registrations, and the status of all unregistered Intellectual Property together with descriptions of the Intellectual Property satisfactory to MDC. Any such notice shall act to modify this Agreement and Schedule "C" unilaterally solely as appropriate to include Intellectual Property which was then developed, adopted or acquired by the Borrower;
- (c) Borrower's Covenants - At its own expense, the Borrower shall, in the time required by MDC, execute and deliver all instruments and documents and take all actions that may be necessary or desirable in MDC's reasonable determination in order to:
- (i) continue, perfect and protect any security interest granted or purported to be granted hereby; and
  - (ii) enable MDC to exercise and enforce its rights and remedies hereunder with respect to any part of the Collateral.

Without limiting the generality of the foregoing, the Borrower shall execute and file (with the appropriate governmental offices, authorities, agencies and



regulatory bodies) this Agreement, and all amendments to Schedule "C" and such supplements to this Agreement and such other instruments or notices, as may be necessary or desirable in MDC's reasonable determination in order to perfect and preserve the security interests granted hereby;

- (d) Agreements - it shall enter into employment agreements and third party contracts with respect to any development or improvement of Intellectual Property such that the Borrower is the owner of all right, title and interest in and to the Intellectual Property (including without limitation that, where necessary to achieve same the Borrower is assigned the rights to any Intellectual Property developed by its employees during the course of their employment or by contractors under a contract of service, (with the exception of any Intellectual Property developed by scheduled individuals working with the Borrower pursuant to a Partnership Agreement with the National Research Council), such agreements also to include a waiver of moral right and contain obligations of confidentiality with respect to Trade Secrets), the Borrower having provided MDC with its standard employment agreement and all third party agreements for approval;
- (e) Use or Exploitation - it shall not, without the prior written consent of MDC, enter into any agreement with any third party (including without limitation any "related persons" as that term is defined in the Income Tax Act) outside of what would be the ordinary course of business for a company engage in Software as a Service (SaaS), with respect to the use, sale, licensing, or exploitation of the Intellectual Property, or any portion thereof, except as expressly permitted under this Agreement;
- (f) Marketing and Other Restrictions - it will not, either directly or indirectly, or through an affiliate, without the prior written consent of MDC, enter into any marketing or other agreement or participate in any project, as a contractor, owner, partner, stockholder, joint venturer, or in any other capacity whatsoever, alone or in association with others, or in any capacity own, manage, operate, control, consult with, provide financing to, be contracted by, or invest in any project or business other than the business it is in at the time of the execution of this Agreement;
- (g) Defense of Title - it shall warrant and defend the Collateral against the claims and demands of all other parties claiming the Collateral or any interest in the Collateral;
- (h) Defense of Intellectual Property - it shall take any and all action which reasonably may be necessary or desirable to safeguard and protect the Intellectual Property, including, without limitation, ensuring that it has appropriate safeguards (including without limitation through policies and procedures) in place to protect the Intellectual Property from unauthorized access, use or disclosure, as well as through the prosecution and defense of infringement actions or

misappropriation involving the Intellectual Property from doing anything that may invalidate or otherwise impair the Intellectual Property;

- (l) No Further Encumbrances - it shall not create any mortgage, charge, Security Interest or other encumbrance in the Collateral ranking in priority to or equally with the charge created by this Agreement, except as permitted by this Agreement;
- (j) Maintain Effectiveness of Security Interest- it shall not, without first obtaining the prior written consent of MDC, enter into or continue sub-contract, partnership, joint venture, licensing, marketing, or other arrangements or agreements which, in any way, in the opinion of MDC, will divert assets or profits of the Borrower in a manner or with results which will prejudice, derogate from, or reduce the aggregate assets of the Borrower or the effectiveness of the Collateral and/or the security interests hereby created and provided for;
- (k) Licensing of Intellectual Property- it shall not grant any license in the Intellectual Property (except for licenses granted by the Borrower in the ordinary course of business for a company engaged in Software as a Service (SaaS)), without the prior written approval of MDC. For greater certainty, the ordinary course of business shall not include any grant of a license that may materially reduce the manufacturing process and distribution activities or change the location of manufacturing of the Borrower disclosed to MDC as the basis for MDC's loan to the Borrower, (including without limitation, severing a portion of the business, or having such portion carried out by third party);
- (l) Care of Collateral - it shall keep the Collateral in good order, condition and repair and not use the Collateral in violation of this Agreement, any other agreement relating to the Collateral, any policy insuring the Collateral or any applicable laws; and, if the Borrower should fail to make any such repair, MDC may (but is not obligated to) itself make such repair or cause it to be made;
- (m) Prevent Accession - it shall prevent the Collateral (except Inventory sold or leased as permitted by this Agreement) from being or becoming an accession to property not covered by this Agreement;
- (n) Notice of Change in Collateral - it shall give written notice to MDC promptly (unless otherwise expressly provided) of:
  - (i) any material change in the information provided to MDC in this Agreement or in any schedule;
  - (ii) the details of any significant acquisition of Collateral on an annual basis within 90 days after the Borrower's fiscal year end;

- (iii) the details of any litigation or claim for judicial or administrative action before any court, administrative board or other tribunal affecting the Borrower or the Collateral;
  - (iv) the details of any holding, decision or judgment rendered by any governmental department, authority, commission, board, bureau, agency or instrumentality which would limit, cancel or question the validity of any of the Intellectual Property or any adverse determination or development regarding its ownership of the Intellectual Property or its right to register, keep and maintain the same;
  - (iv) any loss of or damage to the Collateral;
  - (v) any default by any significant debtor of the Borrower in any payment or other performance of its obligations relating to the Collateral; and
  - (vi) the return to or repossession by the Borrower of the Collateral, other than in the ordinary course of its business;
- (o) Inspection - MDC shall have the right at any time to inspect and verify the existence and state of the Collateral and, for this purpose, the Borrower grants to MDC access to all places where the Collateral may be located and to all premises occupied by the Borrower, and the Borrower shall provide all assistance and information as MDC may reasonably request in connection with such inspections and permit MDC to copy all books and records relating to the Collateral; all of the foregoing shall be conducted in accordance with the Loan Agreement.
- (p) Deliver Documentation - it shall, subject to the Loan Agreement, deliver copies to MDC promptly on request of:
- (i) all Chattel Paper, Documents of Title, Instruments and Securities constituting, representing or relating to the Collateral;
  - (ii) all books of account and all records, ledgers, reports, correspondence, schedules, documents, statements, lists and other writings relating to the Collateral for the purpose of inspecting, auditing or copying them; and
  - (iii) such information concerning the Collateral, the Borrower and the Borrower's business as MDC may reasonably request.
- (q) Prevent Injury and Loss - it shall:

- (i) take all reasonable steps to ensure that no person is injured, no property is damaged or lost and no rights are damaged or infringed in conducting its business or carrying out the Project; and
- (ii) indemnify MDC from and against all losses, damages or costs suffered by MDC arising from or relating to any breach by the Borrower of this covenant, including:
  - (A) any injury to persons (including death), damage or loss through destruction of property, economic loss or infringement of rights caused by or related to the business operations of the Borrower or the Project or the default in, breach of or failure to observe or comply with any term, covenant or condition of this Agreement or the Loan Agreement by the Borrower or any of its officers, employees, agents or contractors; and
  - (B) any omission or wrongful or negligent act of the Borrower or any of its officers, employees, agents or contractors;
- (r) Insurance - it shall:
  - (i) purchase and maintain Comprehensive General Liability Insurance insuring against claims for personal injury, death and damage to property arising out of the business operations of the Borrower or the Project, including coverage for premises and operations, blanket contractual, extended bodily injury, broad form property damage and non-owned automobile and having a commercially reasonable minimum liability limit;
  - (ii) purchase and maintain All Risks Property Insurance insuring against loss of or damage to the Collateral, including coverage for loss or damage caused by fire, theft, collision and other common insurable hazards, providing coverage on a replacement cost basis, naming MDC as a loss payee as its interest may appear and having a standard mortgage clause or endorsement affixed to the policy; and
  - (iii) cause such insurance policies to provide for a minimum of 30 days' notice to MDC of cancellation, lapse or material alteration, pay all premiums for such policies, deposit certificates of insurance and certified copies of such policies with MDC and, in the event of any loss or damage, do all necessary acts to enable payment of the insurance monies;
- (s) Conduct of Business - it shall carry on and conduct its business in a proper and efficient manner and in accordance with all applicable laws and keep proper books of account at the Facility with correct entries of all transactions relating to its business;

- (t) Comply with Covenants - it shall strictly comply with all covenants, agreements and undertakings given to MDC, including any further covenants set out in the Loan Agreement; and, if the Borrower should fail to perform any such matter, MDC may (but is not obligated to) itself perform such matter or cause it to be performed;
- (u) Comply with Environmental Laws - it shall conduct and maintain its business, the Project, the Facility and the Collateral so as to comply with all applicable Environmental Laws;
- (v) Deliver Financing Statements - it shall do, execute, acknowledge and deliver such financing statements and further mortgages, charges, assignments, transfers, documents, acts, matters and things (including completing and adding schedules) as MDC may reasonably request of or with respect to the Collateral in order to give effect to this Agreement as contemplated by the Loan Agreement;
- (w) Pay Taxes - it shall pay all rents, taxes, rates, levies, assessments, government fees or dues and other charges that are levied, assessed or imposed in respect of the Collateral, the Borrower or the Borrower's business as and when they become due and payable; the Borrower shall exhibit to MDC the receipts and vouchers establishing such payment as MDC may require; and, if the Borrower should fail to pay any such charge, MDC may (but is not obligated to) itself pay such charge or cause it to be paid;
- (x) Pay Expenses - it shall pay all Expenses; and, if the Borrower should fail to pay any such Expenses, MDC may (but is not obligated to) itself pay such Expenses or cause them to be paid; all Expenses incurred by MDC in so doing shall be payable by the Borrower and secured by this Agreement;
- (y) Notice of Default - it shall give written notice to MDC promptly of any event or circumstance which constitutes or may with the passage of time constitute default under this Agreement, the Loan Agreement or any other agreement or security document relating to the indebtedness, the Collateral or the Facility;
- (z) Execute Intellectual Property Assignments - it shall execute such assignment(s) of the Intellectual Property as required by MDC in form and content satisfactory to MDC;
- (aa) Name Change - not, without the prior written consent of MDC, change the business or the name or trade name of the Borrower;
- (bb) Completion of Project - it shall apply the funds advanced to it by MDC in accordance with the uses identified in the Loan Agreement, namely that the funds be used for the purposes of Eligible Project Costs. During the term of the

Indebtedness, the Borrower shall, on no less than an annual basis and forthwith at anytime upon receipt of notice from MDC, provide MDC with a certificate signed by an officer of the Borrower confirming to MDC that such funds have been spent in accordance with this provision and the agreements between the parties, and shall, upon request, provide MDC with supporting documentation (such as invoices and otherwise), satisfactory to MDC, and which is sufficient to evidence the use of the funds loaned to the Borrower by MDC, and

- (cc) Indemnification – to indemnify and save harmless MDC of and from all liabilities and damages of whatsoever nature and kind which may be incurred or sustained by MDC in connection with the granting of the Security Interest to MDC, the holding of same by MDC, and anything done or omitted to be done by MDC under or pursuant to this Agreement. The Borrower further covenants with MDC that all amounts for which the Borrower becomes liable to MDC under this subsection shall (i) forthwith be immediately payable by the Borrower to MDC without demand therefore, and (ii) become a part of the Indebtedness and subject to the payment of interest thereon at the rate applicable thereto.

7. **COLLECTION OF DEBTS**

Before or after an Event of Default has occurred under this Agreement or the Loan Agreement, MDC may notify all or any of the Borrower's debtors of the Security Interest created by this Agreement. After an Event of Default, MDC may also direct such debtors to make all payments on the Collateral to MDC. The Borrower acknowledges that any payments on or other Proceeds of the Collateral received by the Borrower from such debtors, whether before or after notification of this Security Interest and whether before or after an Event of Default under this Agreement or the Loan Agreement, shall be received and held by the Borrower in trust for MDC and shall be delivered to MDC promptly on request.

8. **INCOME AND INTEREST**

After an Event of Default has occurred under this Agreement or the Loan Agreement, any money constituting income from or interest on the Collateral received by the Borrower shall be received and held by the Borrower in trust for MDC. After an Event of Default has occurred under this Agreement or the Loan Agreement, the Borrower shall not request any money constituting income from or interest on the Collateral and the Borrower agrees that any such money received by the Borrower without request shall be delivered to MDC promptly.

9. **INCREASES, PROFITS, PAYMENTS AND DISTRIBUTIONS**

After an Event of Default has occurred under this Agreement or the Loan Agreement:

- (a) MDC is entitled to receive any increase in or profits on the Collateral (other than money), to hold such increases and profits as part of the Collateral and to treat money so received as income for the purposes of section 8;
- (b) MDC is entitled to receive any payment or distribution on redemption or retirement of the Collateral or on dissolution and liquidation of the issuer of the Collateral, to surrender such Collateral in exchange for such payment or distribution and to hold such payment and distribution as part of the Collateral; and
- (c) MDC is entitled to receive any payment of royalties and other payments due or to become due under the Licences or otherwise relating to the Intellectual Property.

The Borrower agrees to promptly deliver to MDC any such increase or profits (other than money) or payments or distributions received by the Borrower after an Event of Default has occurred under this Agreement or the Loan Agreement.

#### 10. DISPOSITION OF MONIES

All monies collected or received by MDC pursuant to or in exercise of any right it possesses with respect to the Collateral shall be applied on account of the Indebtedness in such manner as MDC deems best or, at the option of MDC, may be held unappropriated in a collateral account or released to the Borrower, all without prejudice to the liability of the Borrower or the rights of MDC; and any surplus shall be accounted for as required by law.

#### 11. EVENTS OF DEFAULT

Subject to applicable bankruptcy and insolvency legislation, the Indebtedness secured by this Agreement shall immediately become due and payable on demand and the security constituted by this Agreement shall immediately become enforceable if one or more of the Events of Default set out in the Loan Agreement or as follows has occurred and is continuing:

- (a) Creditors - the Borrower makes an assignment or proposal for the benefit of its creditors; or a proceeding is commenced with respect to the Borrower under the *Companies Creditors Arrangement Act* (Canada) or similar legislation;
- (b) Executions, Etc. - any execution, sequestration, extent or other process of any court becomes enforceable against the Borrower; or a distress or analogous process is levied on all or part of the assets of the Borrower;

- (c) Disposition of Assets - the Borrower makes a bulk sale of its assets or sells, exchanges, transfers, assigns, leases or otherwise disposes of any of its assets in contravention of the Loan Agreement;
- (d) Completion of Project - The expansion of the head office, and completion of the Project, as described in the Loan Agreement, are not substantially completed by 2021;

12. **WAIVER**

MDC may waive any default by the Borrower under this Agreement on such terms and conditions as MDC may determine, but no such waiver shall be taken to affect any subsequent default or the rights resulting from such subsequent default.

13. **MDC'S RIGHTS ON SECURITY BECOMING ENFORCEABLE**

- (a) Contractual Rights - When this Agreement becomes enforceable and as long as it remains enforceable, MDC may (to the extent permitted by law):
  - (i) Take Possession - immediately take possession of, collect, demand, sue on, enforce, recover and receive the Collateral and, whether or not MDC has so taken possession, may sell, lease or otherwise dispose of the Collateral at public auction, by public tender or by private sale, for cash and/or on credit, and at such times and on such terms and conditions as MDC may determine with or without notice, advertising or any other formality, all of which are hereby waived by the Borrower; MDC may rescind or vary any contract of sale that may have been entered into, buy at any such auction and resell with or under any other powers without being answerable for any loss and may adjourn any such sale from time to time; and MDC may execute and deliver to any purchaser of the Collateral good and sufficient deeds and documents for the same, MDC being irrevocably constituted the attorney of the Borrower for the purpose of making any such sale and executing such deeds and documents;
  - (ii) Appoint Receiver, Etc. - by written instrument appoint any person qualified under applicable legislation, whether or not an officer, director or employee of MDC, to be a receiver (which term shall include a receiver and manager) of all or part of the Collateral and remove any receiver so appointed and appoint another in his or her stead; and, subject to the provisions of the instrument appointing such receiver, any such receiver so appointed shall have the power (to the extent permitted by law) to:
    - (A) take possession of the Collateral;



- (B) carry on or concur in carrying on the business of the Borrower relating to the Collateral and to use the Collateral directly in carrying on the Borrower's business or as security for loans or advances to enable him or her to carry on the Borrower's business or otherwise;
- (C) make any arrangement or compromise which the receiver shall think expedient;
- (D) borrow money on the security of the Collateral and in priority to this Agreement for the purpose of the maintenance, preservation or protection of the Collateral or for carrying on the business of the Borrower relating to the Collateral (and in so doing the receiver may issue certificates called "Receiver's Certificates"); Receiver's Certificates may be payable either to order or to bearer and may be payable at such time or times as the receiver may think expedient and shall bear interest as stated and the amounts from time to time payable by virtue of Receiver's Certificates shall form a charge on the Collateral in priority to the charge of this Agreement; and
- (E) sell, lease or otherwise dispose of the Collateral (or to concur therein) at public auction, by public tender or by private sale, for cash and/or on credit, at such time or times and on such terms and conditions as the receiver shall determine with or without notice, advertising or any other formality, all of which are hereby waived by the Borrower; the receiver may rescind or vary any contract of sale that may have been entered into, buy at any such auction and resell with or under any of the powers conferred under this Agreement without being answerable for any loss and may adjourn any such sale from time to time; and the receiver may execute and deliver to any purchaser of the Collateral good and sufficient deeds and documents for the same, the receiver being irrevocably constituted the attorney of the Borrower for the purpose of making any such sale and executing such deeds and documents;

provided that such receiver shall be deemed the agent of the Borrower and not that of MDC and MDC shall not be in any way responsible for any misconduct, negligence or nonfeasance of such receiver or his or her employees or agents. To facilitate the foregoing powers, such receiver may, to the exclusion of all others, including the Borrower, enter on, use and occupy all premises owned or occupied by the Borrower wherein the Collateral may be situate, maintain the Collateral on such premises, borrow money and use the Collateral directly in carrying on the Borrower's business or as security for loans or advances to enable him or her to carry on the Borrower's business or otherwise, as such receiver shall, in his or

her discretion, determine; and, except as may be otherwise directed by MDC, the net profits of carrying on the business and the net proceeds of sale shall be applied by such receiver, subject to claims ranking in priority to this Agreement, as follows:

- (A) first, in payment of all costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of the foregoing powers, including reasonable remuneration payable to the receiver and all proper disbursements paid by the receiver;
  - (B) secondly, in payment to MDC of all Principal, Expenses and interest payable to MDC under this Agreement in such order as MDC shall, in its discretion, determine; and
  - (C) thirdly, subject to claims ranking subsequently to this Agreement, by remitting any surplus to the Borrower; and
- (iii) Exercise Further Rights - exercise any other rights to which MDC is entitled as holder of this Agreement, including the right to take proceedings in any court of competent jurisdiction for the appointment of a receiver or a receiver and manager, for the sale of the Collateral or for foreclosure, and the right to take any other action, suit, remedy or proceeding authorized or permitted under this Agreement or by law or by equity in order to enforce the security constituted by this Agreement.
- (b) Statutory Rights - In addition to the rights granted in this Agreement and in any other agreement now or hereafter in effect between the Borrower and MDC and in addition to any other rights MDC may have at law or in equity, MDC shall, both before and after default under this Agreement, have all rights and remedies of a secured party under applicable statutes; provided always that MDC shall not be liable or accountable for any delay in or failure to exercise its remedies, take possession of, collect, enforce, realize, sell, lease or otherwise dispose of the Collateral or to institute any proceedings for such purposes; furthermore, MDC shall have no obligation to take any steps to preserve rights against prior parties to any Chattel Paper, Instrument or Debt, whether Collateral or Proceeds and whether or not in MDC's possession, and shall not be liable or accountable for any delay in or failure to do so.
- (c) Power of Attorney - The Borrower grants to MDC its irrevocable power of attorney (which power shall be binding on the Borrower and all third parties) to execute and deliver on behalf of the Borrower all documents and Instruments as may be necessary to effect the transfers, assignments and enforcement procedures contemplated in this section.

- (d) MDC May Purchase Collateral - MDC or any subsidiary, agent or representative of MDC may become purchasers at any sale of the Collateral, whether made under the powers of sale contained in this Agreement or pursuant to judicial proceedings.

**14. REMEDIES AND MERGER**

The remedies of MDC under this Agreement may be exercised from time to time, separately or in combination, and are in addition to and not in substitution for any other rights of MDC however created. None of the preparation, execution, delivery, issuance and registration of this Agreement and the advance of any part of the monies secured by this Agreement shall act as a merger of any simple contract debt or suspend the fulfilment of, or affect the rights, remedies or powers of MDC or the covenants, agreements and undertakings of the Borrower in respect of, any present or future debts, liabilities or obligations of the Borrower to MDC or any security, including this Agreement, now or hereafter held by MDC for the payment or fulfilment thereof, and all such rights and obligations of MDC and the Borrower shall continue in full force and effect until the Indebtedness has been paid in full; provided that, at the time when full repayment is made:

- (a) accrued interest that has not been forgiven or deferred under the terms of the Loan Agreement shall be paid notwithstanding that interest may not be due under this Agreement at that time;
- (b) interest that has been otherwise deferred by MDC shall be paid; and
- (c) any arrears in realty tax or business tax with respect to the Collateral and the Borrower's business shall have been paid in full.

**15. CROSS-DEFAULT**

If the Borrower is indebted to MDC for a loan other than the loan secured by this Agreement, whether such loan is present or future, then any default under this Agreement shall constitute default under the security for any and all of such other loans and any default under the security for such other loans shall constitute default under this Agreement in each case as if the time for repayment under this Agreement had fully come and gone.

**16. ASSIGNMENT**

This Agreement may be assigned by MDC or by the Borrower with the prior written consent of MDC.

17. **SET-OFF**

The Indebtedness secured by this Agreement shall be paid and this Agreement shall be assignable, as permitted by this Agreement, without regard to any set-off, counter-claim or equities between the Borrower and MDC.

18. **MDC NOT BOUND TO ADVANCE**

None of the preparation, execution, issuance and registration of this Agreement and the advance of any part of the loan secured by this Agreement shall bind MDC to advance the loan or any un-advanced portion of the loan, and the mortgage and charge of this Agreement and the Security Interest created by this Agreement shall take effect immediately on the execution of this Agreement and shall apply to any and all loan funds advanced.

19. **ADVICE AND ASSISTANCE**

MDC may, acting in a reasonably commercial manner, obtain the advice and assistance of such accountants, surveyors, architects, engineers, solicitors and other professional and expert personnel as it may, in its discretion, deem necessary both before and after any part of the monies secured by this Agreement have been advanced to the Borrower.

20. **DELEGATION**

MDC may, in its discretion, delegate to any person all or any of its trusts, powers and discretions vested in it by this Agreement and the execution of any document by such person in the name of and on behalf of MDC shall be conclusive evidence that the terms of such documents are a valid exercise by MDC of such trusts, powers or directions.

21. **MDC AS AGENT FOR HER MAJESTY**

The Borrower acknowledges that MDC is an agent for Her Majesty the Queen in right of the Province of Manitoba as represented by the Minister of Industry, Economic Development and Mines. The Borrower acknowledges that it will not challenge the authority of MDC to make the loan, to receive payments, to take the benefits under and enforce the securities for the loan, including this Agreement, and generally to do all things necessary in matters relating directly or indirectly to the loan and the security for the loan.

22. NOTICES

Any notice, demand, consent, waiver or other communication required or permitted under this Agreement shall be made in writing and shall be delivered personally or sent by prepaid registered mail or sent by facsimile transmission and addressed as follows:

ADDRESS OF BORROWER:

Signature Simulation Inc  
Room 207  
437 Franklin Avenue  
Winnipeg, MB, R3B 1Y6  
Fax: email - kyle@signature-simulation.com  
Attention: Kyle Hill

ADDRESS OF MDC:

Manitoba Development Corporation  
1040 - 259 Portage Avenue  
Winnipeg, Manitoba R3B 3P4  
Fax No.: (204) 945-1193  
Attention: General Manager

or to such other address for the Borrower as may be shown to be the most recent address on the records of MDC. Any such notice, demand, consent or waiver shall be conclusively deemed to have been received on the day of delivery if delivered, on the third business day after the date of mailing if mailed or on the day of transmittal if faxed.

23. FURTHER ACTS

The Borrower authorizes MDC to do, execute, acknowledge, deliver and file such financing statements and further mortgages, charges, assignments, transfers, documents, acts, matters and things (including completing and adding schedules identifying the Collateral or any permitted encumbrances affecting the Collateral or identifying the locations at which the Borrower's business is carried on and the Collateral and related books and records are located) as MDC may deem appropriate to perfect and continue the mortgage and charge of this Agreement and the Security Interest created by this Agreement as contemplated by the Loan Agreement, to protect and preserve the Collateral and to enforce the terms of this Agreement; and the Borrower hereby irrevocably constitutes MDC the attorney of the Borrower, with full power of substitution, to do any of the foregoing in the name of the Borrower whenever and wherever it may be deemed necessary or expedient.

24. **AMENDMENTS**

Except for any schedules which may be added pursuant to this Agreement, no modification, variation or amendment of any provision of this Agreement shall be effective unless it is made in writing and signed by MDC and the Borrower.

25. **INVALIDITY**

In the event that any term of this Agreement is deemed invalid or void (including any amendment) by any court of competent jurisdiction, the remaining terms of this Agreement shall remain in full force and effect.

26. **CONFLICT**

In the event that any term of this Agreement conflicts with or contradicts any term of the Loan Agreement, the terms of the Loan Agreement shall prevail.

27. **SUCCESSORS AND ASSIGNS**

This Agreement shall enure to the benefit of and be binding on MDC and the Borrower and their respective successors and permitted assigns including, without limitation, any entity with which the Borrower may be amalgamated. In any action brought by any assignee of this Agreement to enforce any rights under this Agreement, the Borrower shall not assert against such assignee any claim or defence which the Borrower now has or hereafter may have against MDC.

28. **INDULGENCES**

MDC may grant extensions of time and other indulgences, take and give up security, accept compositions, grant releases and discharges and otherwise deal with the Borrower and all other parties and security as MDC may see fit, all without prejudice to the debts, liabilities and obligations of the Borrower to MDC or to MDC's rights in respect of the mortgage and charge this Agreement and the Security Interest constituted by this Agreement.

29. **ATTACHMENT**

The Security Interest created by this Agreement is intended to attach when this Agreement is signed by the Borrower; provided that, with respect to after-acquired property, the Security Interest created by this Agreement is intended to attach when the Borrower acquires an interest in such property.

30. CONTINUING SECURITY

This Agreement shall operate as continuing security for the payment and satisfaction to MDC of the Indebtedness and all debts, liabilities and obligations of the Borrower to MDC, whether presently existing or hereafter incurred and whether direct, indirect, absolute or contingent.

31. SCHEDULES

The following Schedules are attached to and form part of this Agreement:

|              |                                     |
|--------------|-------------------------------------|
| Schedule "A" | Scheduled Property and Encumbrances |
| Schedule "B" | Definitions                         |
| Schedule "C" | Intellectual Property               |

32. RECEIPT OF COPY

The Borrower hereby acknowledges receipt of a true copy of this Agreement and, to the extent permitted by law, waives all rights to receive from MDC a copy of any financing statement or financing change statement filed, or any verification statement received, at any time in respect of this Agreement or any supplemental or collateral security granted to MDC.

33. GOVERNING LAW

This Agreement shall be governed by the laws of the Province of Manitoba and of Canada as applicable therein, and MDC and the Borrower attorn to the jurisdiction of the courts of Manitoba.

IN WITNESS WHEREOF the Borrower has executed this Agreement on the 4<sup>th</sup> day of March, 2016.

SIGHTLINE INNOVATION INC.

Per: 

Name: Wallace Traheta

SCHEDULE "A"

SCHEDULED PROPERTY

(2(a)(i))

ENCUMBRANCES

3(c)



**ENCUMBRANCES**

3(c)

1. Ontario PPSA File # 700613919 in favour of Royal Bank of Canada in respect of a GIC owned by Borrower.
2. Ontario PPSA File # 703882737 in favour of Honda Canada Finance in respect of the vehicle described on such financing statement.
3. Ontario PPSA File # 708561801 in favour of Royal Bank of Canada in respect of a GIC owned by Borrower.
4. MB PPSA #201503283404 in favour of Honda Canada Finance Inc. in respect of the vehicle described on such financing statement.
5. Capital leases and purchase money security interests.

## SCHEDULE "B"

### DEFINITIONS

- (a) "Accessories" means Goods that are installed in or affixed to other Goods;
- (b) "Chattel Paper" means a writing that expresses both a monetary obligation and a Security Interest in specific Goods;
- (c) "Collateral" means all property that is granted, mortgaged, charged, assigned or transferred to MDC pursuant to this Agreement;
- (d) "Consumer Goods" means Goods that are used or acquired for use primarily for personal, family or household purposes;
- (e) "Contaminant" means any solid, liquid, gas, waste, radiation or combination of any of them that is foreign to or in excess of the natural constituents of the Environment and that:
  - (i) affects the natural, physical, chemical or biological quality of the Environment; or
  - (ii) is or is likely to be injurious or damaging to the health or safety of a person;
- (f) "Copyrights" means all registered and unregistered copyrights and copyright applications and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon and all other rights of any kind whatsoever of the Borrower accruing thereunder or pertaining thereto;
- (g) "Document of Title" means a writing, negotiable or not, purports to be issued by or addressed to a bailee and purports to cover such goods in the bailee's possession as are identified or fungible portions of an identified mass, and that in the ordinary course of business is treated as establishing that the person in possession of it is entitled to receive, hold and dispose of the document and the goods it covers;
- (h) "Environment" means all or any part or combination of the air, land or water and includes plant and animal life;
- (i) "Environmental Laws" means the common law and all applicable federal, provincial, local, municipal, governmental or quasi-governmental laws, rules,

regulations, licences, orders, permits, decisions or requirements concerning Contaminants; the Environment or occupational or public health and safety and any other order, injunction, judgment, declaration, notice or demand issued under such laws;

- (j) "Equipment" means Goods that are not Inventory or Consumer Goods;
- (k) "Expenses" means, subject to the limitation set out in the Loan Agreement (if any), all costs, expenses and other charges (including reasonable legal fees on a solicitor and client basis) incurred by MDC which are incidental to or which in any way relate to this Agreement or its enforcement and includes, without limitation, the costs of:
  - (i) preparing, executing and filing this Agreement and any instruments postponing, discharging, amending, extending or being supplemental to this Agreement or any security granted by the Borrower to MDC ("MDC's Security");
  - (ii) perfecting and keeping perfected MDC's Security;
  - (iii) maintaining the intended priority of MDC's Security on the Collateral, including the payment and discharge of any encumbrance ranking in priority to or equally with the charge created by this Agreement, except as permitted by this Agreement;
  - (iv) repairing, taking, recovering or possessing the Collateral;
  - (v) taking any actions or other proceedings to enforce the remedies provided in this Agreement or otherwise in relation to this Agreement or the Collateral or by reason of a default under this Agreement or the non-payment of the monies secured by this Agreement;
  - (vi) taking any proceedings and giving any notices and responses required under any applicable laws concerning or relating to MDC's Security, including compliance with the provisions of applicable bankruptcy, insolvency, personal property security and mortgage enforcement legislation;
  - (vii) making any inspections required to be made to the Collateral or the books and records relating to the Collateral and reviewing of any plans, specifications or other documentation which may require the approval or consent of MDC;

- (viii) paying any rents, taxes, rates, levies, assessments, government fees or dues and other charges levied, assessed or imposed in respect of the Collateral, the Borrower or the Borrower's business;
- (ix) engaging any accountants, surveyors, architects, engineers, solicitors and other professional and expert personnel; and
- (x) performing or causing to be performed any covenant, agreement or undertaking given by the Borrower to MDC;
- (l) "Facilities" means any premises where the business of the Borrower is carried out or where the Collateral, or any part thereof, is stored or maintained;
- (m) "Goods" means chattels and personal property, other than choses in action and money, and includes emblements, industrial growing crops, oil, gas and other minerals to be extracted and timber to be cut, and all parts, Accessories, attachments, special tools, additions and accessions; and Goods are either Consumer Goods, Equipment or Inventory;
- (n) "Indebtedness" means the aggregate of all principal, Expenses and interest payable at any given time by the Borrower pursuant to the terms of the Loan Agreement;
- (o) "Instrument" means a bill, note or cheque within the meaning of the Bills of Exchange Act (Canada), or any other writing that evidences a right to the payment of money and is of a type that in the ordinary course of business is transferred by delivery with any necessary endorsement or assignment, but does not include a writing that constitutes part of Chattel Paper, a Document of Title or Securities;
- (p) "Intellectual Property" means all Copyrights, Licences, Patents, Software Intellectual Property, Trademarks, and Trade Secrets and other Intellectual and industrial property, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right, but not the obligation to sue for past, present and future infringements or misappropriation of any of the foregoing and all other rights of any kind whatsoever of Borrower accruing thereunder or pertaining thereto;
- (q) "Inventory" means goods that are held by a person for sale or leased by that person as lessor, raw materials or works in progress, or materials used or consumed in a business;
- (r) "Licenses" means all license agreements regarding the Copyrights, Patents, Software Intellectual Property (other than "off the shelf" software) Trademarks or Trade Secrets with any other party, whether the Borrower is a licensor or

licensee under any such license agreement, as from time to time amended, supplemented or otherwise modified";

- (s) "Loan Agreement" means the loan agreement between the Borrower and MDC dated \_\_\_\_\_, 2016, as amended.
- (t) "Patents" means all patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and all reissues, divisions, continuations, continuations in part, substitutes, renewals and extensions thereof;
- (u) "Project" has the meaning given to such term in the Loan Agreement.
- (v) "Securities" means shares, stock, warrants, bonds, debentures, debenture stock or the like issued by a corporation, person, partnership, association or government;
- (w) "Security Interest" means a grant, mortgage, charge, assignment or transfer of any interest in personal property and includes, without limitation, a security interest created pursuant to personal property security legislation;
- (x) "Software Intellectual Property" means
  - (i) all computers, data processing and other software and firmware programs (including all interim and final source codes, object codes and all related applications and data files), and whether now owned, or now or later developed, adopted, upgraded, enhanced, licensed (whether as licensor or licensee) or leased or acquired by the Borrower;
  - (ii) all interim and final documentation (including flow charts, logic diagrams, manuals, guides, schematics and specifications) with respect to such software, hardware and firmware described in the preceding clause (i) ; and
  - (iii) all rights with respect to all of the foregoing, including without limitation, any and all upgrades, modifications, option, warranties, service contracts, program services, test rights, maintenance rights, support rights, improvement rights, renewal rights, and indemnifications and substitutions, replacements, additions, or model conversions of any of the foregoing;
- (y) "Trade Secrets" means all trade secrets and all other confidential or proprietary or useful information and all know-how obtained by or used in or contemplated at any time for use in the business of the Borrower or in connection with the Project, whether or not such Trade Secret has been reduced to a writing or other tangible

form, and should include all documents and things embodying, incorporating or referring in any way to such Trade Secrets;

- (z) "Trademarks" means all registered and unregistered trademarks, trade names, trade dress, domain names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared, or appear, all registrations and recordings thereof, and all applications (other than "intent to use") applications until a verified statement of use is filed with respect to such applications) in connection therewith, any renewals thereof, in each case with the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (aa) Any other capitalized term not defined in this Agreement but defined in the Loan Agreement shall have the meaning ascribed to it in the Loan Agreement.

**SCHEDULE "C"**

| Client Name Applicant                                  | Title                                                                          | Client/Matter No. | Resp/Super | Country Type/Status                                                   | Appln No. Issue No. | Past Dates                                                                                                                                                                      | Due Dates                                                                                                   |
|--------------------------------------------------------|--------------------------------------------------------------------------------|-------------------|------------|-----------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR NETWORK BASED APPLICATION DEVELOPMENT AND IMPLEMENTATION | 221/002PCT        | AB<br>AB   | PCT<br>Patent<br>PCT Application - Claiming Priority<br>Pending       | PCT/CA2015/05039    | Convention Priority Basis: Jun 10/2014<br>Filing Date: Jun 10/2015<br>Filing Receipt Received: Jun 11/2015<br>Search Report Rec'd: Sep 24/2015<br>Publication Date: Dec 17/2015 | 22m PCT Demand Due: DUE Apr 10/16<br>National Entry 30m: DUE Dec 10/16<br>National Entry 30m: DUE Jan 10/17 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR NETWORK BASED APPLICATION DEVELOPMENT AND IMPLEMENTATION | 221/002USP        | AB<br>AB   | U.S.A.<br>Patent<br>Patent Application - Claiming Priority<br>Pending | 14/736,189          | Convention Priority Basis: Jun 10/2014<br>Filing Date: Jun 10/2015<br>Filing Receipt Received: Jul 22/2015                                                                      | None                                                                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR NETWORK BASED APPLICATION DEVELOPMENT AND IMPLEMENTATION | 221/002USPR       | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional Application<br>Expired             | 62/010,172          | Filing Date: Jun 10/2014                                                                                                                                                        | None                                                                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM, METHOD AND APPARATUS FOR PATHOGEN DETECTION                            | 221/003PCT        | AB<br>AB   | PCT<br>Patent<br>PCT Application - Claiming Priority<br>Pending       | PCT/CA2015/05117    | Convention Priority Basis: Oct 30/2014<br>Filing Date: Oct 30/2015<br>Filing Receipt Received: Nov 05/2015                                                                      | 22m PCT Demand Due: DUE Aug 30/16<br>National Entry 30m: DUE Apr 30/17<br>National Entry 30m: DUE May 30/17 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM, METHOD AND APPARATUS FOR PATHOGEN DETECTION                            | 221/003USP        | AB<br>AB   | U.S.A.<br>Patent<br>Patent Application - Claiming Priority<br>Pending | 14/928,313          | Convention Priority Basis: Oct 30/2014<br>Filing Date: Oct 30/2015<br>Filing Receipt Received: Nov 13/2015                                                                      | None                                                                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR PATHOGEN DETECTION                                       | 221/003USPR       | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional Application<br>Expired             | 62/072,590          | Filing Date: Oct 30/2014                                                                                                                                                        | None                                                                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR PATHOGEN DETECTION                                       | 221/003USPR2      | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional Application<br>Expired             | 62/081,152          | Filing Date: Nov 18/2014                                                                                                                                                        | None                                                                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR PATHOGEN DETECTION                                       | 221/003USPR3      | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional Application<br>Pending             | 62/157,041          | Filing Date: May 05/2015<br>Filing Receipt Received: May 18/2015                                                                                                                | Convention Date Calc: DUE May 05/16                                                                         |



| Client Name Applicant                                  | Title                                             | Client/Matter No.             | Resp/Super | Country Type/Status                                                                                        | Appin No. Issue No. | Past Dates                                                                                              | Due Dates                                                   |
|--------------------------------------------------------|---------------------------------------------------|-------------------------------|------------|------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND METHOD FOR SPECULAR SURFACE INSPECTION | 221/004USPR                   | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional<br>Application<br>Pending                                               | 62/218,075          | Filing Date Sep 14/2015<br>Filing Receipt Received Sep 30/2015                                          | Convention Date Calc. DUE Sep 14/16                         |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MLAAS                                             | 221/005CATM                   | AB<br>AB   | Canada<br>Trade Mark<br>Trademark<br>Application - no<br>priority<br>Pending                               | 1,747,344           | Filing Date Sep 23/2015<br>Filing Receipt Received Sep 28/2015                                          | Convention Date Calc. DUE Mar 23/16                         |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MLAAS                                             | 221/005EUTM                   | AB<br>AB   | European<br>Community<br>Trademark<br>Trade Mark<br>Trademark<br>Application - with<br>priority<br>Pending | 014732937           | Convention Priority Basis Sep 23/2015<br>Filing Date Oct 26/2015<br>Filing Receipt Received Oct 27/2015 | Opposition due date DUE Feb 23/16.<br>Renewal DUE Oct 31/25 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MLAAS                                             | 221/005US:TM                  | AB<br>AB   | U.S.A.<br>Trade Mark<br>Trademark<br>Application - with<br>priority<br>Pending                             | 86/799,230          | Convention Priority Basis Sep 23/2015<br>Filing Date Oct 26/2015<br>Filing Receipt Received Oct 27/2015 | None                                                        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MACHINE LEARNING AS A SERVICE                     | 221/006CATM                   | AB<br>AB   | Canada<br>Trade Mark<br>Trademark<br>Application - no<br>priority<br>Pending                               | 1,747,345           | Filing Date Sep 23/2015<br>Filing Receipt Received Sep 28/2015                                          | Convention Date Calc. DUE Mar 23/16                         |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MACHINE LEARNING AS A SERVICE                     | 221/006EUTM<br>PLEASE PROVIDE | AB<br>AB   | European<br>Community<br>Trademark<br>Trade Mark<br>Trademark<br>Application - with<br>priority<br>Pending | 014732961           | Convention Priority Basis Sep 23/2015<br>Filing Date Oct 26/2015<br>Filing Receipt Received Oct 27/2015 | Office Action EXT Mar 11/16<br>Renewal DUE Oct 31/25        |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MACHINE LEARNING AS A SERVICE                     | 221/006US:TM                  | AB<br>AB   | U.S.A.<br>Trade Mark<br>Trademark<br>Application - with<br>priority<br>Pending                             | 86/799,225          | Convention Priority Basis Sep 23/2015<br>Filing Date Oct 26/2015<br>Filing Receipt Received Oct 26/2015 | None                                                        |

| Client Name Applicant                                  | Title                        | Client/Matter No. | Resp/Super | Country Type/Status                                             | Appln No. Issue No. | Past Dates                                                     | Due Dates                           |
|--------------------------------------------------------|------------------------------|-------------------|------------|-----------------------------------------------------------------|---------------------|----------------------------------------------------------------|-------------------------------------|
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | PHD-IN-A BOX                 | 221/007CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,748,228           | Filing Date Sep 29/2015<br>Filing Receipt Received Oct 22/2015 | Convention Date Calc. DUE Mar 29/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | DLAAS                        | 221/008CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,748,122           | Filing Date Sep 29/2015<br>Filing Receipt Received Oct 05/2015 | Convention Date Calc. DUE Mar 29/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | DEEP LEARNING<br>ASA SERVICE | 221/009CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,748,121           | Filing Date Sep 29/2015<br>Filing Receipt Received Oct 05/2015 | Convention Date Calc. DUE Mar 29/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SIGHTLINE<br>INNOVATION      | 221/010CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,751,702           | Filing Date Oct 22/2015<br>Filing Receipt Received Oct 27/2015 | Convention Date Calc. DUE Apr 22/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MILCORTEX                    | 221/011CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,751,703           | Filing Date Oct 22/2015<br>Filing Receipt Received Oct 27/2015 | Convention Date Calc. DUE Apr 22/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MLSYNAPSE                    | 221/012CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,751,704           | Filing Date Oct 22/2015<br>Filing Receipt Received Oct 27/2015 | Convention Date Calc. DUE Apr 22/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | QCVERIFY                     | 221/013CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,751,705           | Filing Date Oct 22/2015<br>Filing Receipt Received Oct 27/2015 | Convention Date Calc. DUE Apr 22/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | DEEP-SCENE<br>PARSER         | 221/014USPR       | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional<br>Application<br>Not filed  | None                | None                                                           | None                                |

| Client Name Applicant                                  | Title                                           | Client/Matter No. | Resp/Super | Country Type/Status                                             | Appln No. Issue No. | Past Dates              | Due Dates                           |
|--------------------------------------------------------|-------------------------------------------------|-------------------|------------|-----------------------------------------------------------------|---------------------|-------------------------|-------------------------------------|
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | BORDERVU                                        | 221/015CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,759,009           | Filing Date Dec 10/2015 | Convention Date Calc. DUE Jun 10/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | NANOVO                                          | 221/016CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,759,010           | Filing Date Dec 10/2015 | Convention Date Calc. DUE Jun 10/16 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | SYSTEM AND<br>METHOD FOR<br>DECISION<br>SUPPORT | 221/017USPR       | AB<br>AB   | U.S.A.<br>Patent<br>US Provisional<br>Application<br>Pending    | 62/281,918          | Filing Date Jan 22/2016 | Convention Date Calc. DUE Jan 22/17 |
| Sightline Innovation Inc.<br>Sightline Innovation Inc. | MEDVU                                           | 221/018CATM       | AB<br>AB   | Canada<br>Trade Mark<br>Application - no<br>priority<br>Pending | 1,765,307           | Filing Date Jan 28/2016 | Convention Date Calc. DUE Jul 28/16 |

