

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM810779

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Side Effects Software Inc.		05/16/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada, as administrative agent		
Street Address:	130 King Street West		
Internal Address:	Suite 3500		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	90403667	KINEFX	
Serial Number:	97012803	KARMA XPU	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, ONTARIO K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	05/16/2023		
Total Attachments: 4			
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OP \$65.00 90403667

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Side Effects Software Inc. (the "**Grantor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Grantor has delivered a general security agreement dated November 5, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to National Bank of Canada, in its capacity as administrative agent for certain lenders (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Grantor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Grantor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Grantor and the Secured Party desire to record this agreement with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Grantor hereby confirms the granting of the Security Interest to the Secured Party.

The Grantor agrees that this agreement may be recorded with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Grantor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

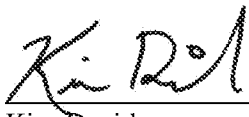
This agreement may be executed by facsimile of pdf, and any signature contained hereon by facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 16th_ day of May, 2023.

SIDE EFFECTS SOFTWARE INC.

By: 
Name: Kim Davidson
Title: President

**SCHEDULE A
INTELLECTUAL PROPERTY**

CANADA

Trademarks

Ref.	Mark/AN/RN	Status/Key Dates	Owner Information	Goods/Services
1	KINEFX AN: 2066972	Pending Filed: November 30, 2020	Side Effects Software Inc. 123 Front Street West Suite 1401 Toronto, ON M5J2M2, Canada	Class 09: (1) Computer software for character and motion retargeting and editing with rigging and animation tools; computer animation software for use in film, television and video game production, visualization and simulation and computer software instruction manuals.
2	KARMA XPU AN: 2128539	Pending Filed: August 20, 2021	Side Effects Software Inc. 123 Front Street West Suite 1401 Toronto, ON M5J2M2, Canada	Class 09: (1) Computer software, namely scene rendering software.

UNITED STATES

Trademarks

Ref.	Mark/SN/RN	Status/Key Dates	Owner Information	Goods/Services
1	KINEFX SN: 90403667	Pending Filed: December 22, 2020	Side Effects Software Inc. 123 Front Street West Suite 1401 Toronto, ON M5J2M2, Canada	Class 09: Downloadable computer software for character and motion retargeting and editing with rigging and animation tools; Downloadable computer animation software for use in film, television and video game production, visualization and simulation and computer software instruction manuals sold as a unit. Class 42: Providing online non-downloadable computer software for character and motion retargeting and editing with rigging and animation tools; Providing online non-downloadable computer animation software for use in film, television and video game production, visualization and simulation and computer software instruction manuals provided as a unit.
2	KARMA XPU SN: 97012803	Pending Filed: September 5, 2021	Side Effects Software Inc. 123 Front Street West Suite 1401 Toronto, ON M5J2M2, Canada	Class 09: downloadable computer software, namely, scene rendering software.