

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826098

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Field Effect Software Inc.		07/21/2023	Corporation:
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	44 King Street West		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5772443	FIELD EFFECT COVALENCE	
Registration Number:	5772444	FIELD EFFECT CYBER RANGE	
Registration Number:	5772442	FIELD EFFECT NOBLE	
Registration Number:	6098521	FIELD EFFECT SECURITY	
Registration Number:	5824044	FIELD EFFECT SOFTWARE	
Serial Number:	88707355	ARO	
Serial Number:	97885907	COVALENCE MOTION	
Serial Number:	97885913	FIELD EFFECT	
Serial Number:	97885902	FIELD EFFECT MOTION	
Serial Number:	97649788	PREMONITION	
CORRESPONDENCE DATA			
Fax Number:	4168656636		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4168652965		
Email:	bnakano@grllp.com		
Correspondent Name:	Bob Nakano		
Address Line 1:	22 Adelaide St W,		
Address Line 4:	Toronto, ONTARIO M5H 4E3		

CH \$265.00 5772443

NAME OF SUBMITTER:	Bob Nakano
SIGNATURE:	/B. Nakano/
DATE SIGNED:	07/21/2023
Total Attachments: 7 source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page1.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page2.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page3.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page4.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page5.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page6.tif source=EXECUTED-Intellectual Property Security Agreement-Field Effect Softw#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of July 21, 2023 is made by and between FIELD EFFECT SOFTWARE INC. a Canadian Corporation (the “**Grantor**”) in favour of The Bank of Nova Scotia (the “**Lender**”).

WHEREAS, the Grantor has entered into a commitment letter dated as of July 21, 2023 (the “**Credit Agreement**”), with the Lender.

WHEREAS, as a condition precedent to the making of the loan by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender that certain General Security Agreement dated as of July 21, 2023 made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. To the extent provided in the Security Agreement, the Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);
- (c) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents and the Registrar for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

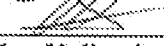
5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

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

FIELD EFFECT SOFTWARE INC.

By:  _____

Name: Matt Holland

Title: CEO

By:  _____

Name: Peter Hunter

Title: CFO

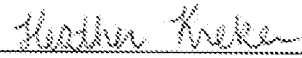
Address for Notices:

207-825 Exhibition Way

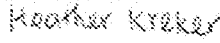
Ottawa, ON K1S 5J3 Attention: Matt
Holland and Heather Kreker

SIGNED, SEALED AND DELIVERED)

In the presence of:)

 _____)

WITNESS:)

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SCHEDULES

SCHEDULE 1

PATENTS

Patent Applications

Title	Status	Jurisdiction	Application Number	Filing Date	Record Owner
RANSOMWARE PREVENTION	Pending National Phase Entry of International Application No. PCT/CA2020/051406	Canada	3155237	October 20, 2020	Field Effect Software Inc.
ROAMING DNS FIREWALL	Pending National Phase Entry of International Application No. PCT/CA2021/051277	Canada	3192728	September 14, 2021	Field Effect Software Inc.
SYSTEMS AND METHODS FOR NETWORK MONITORING, REPORTING, AND RISK MITIGATION	Pending National Phase Entry of International Application No. PCT/CA2021/050046	Canada	3164859	January 18, 2021	Field Effect Software Inc.
Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner	
SYSTEMS AND METHODS FOR NETWORK MONITORING, REPORTING, AND RISK MITIGATION	United States of America	17/793381	January 18, 2021	Field Effect Security Inc.	
RANSOMWARE PREVENTION	United States of America	17/770610	October 20, 2020	Field Effect Software Inc.	
ROAMING DNS FIREWALL	United	18/025389	September	Field Effect Software	

	States of America		14, 2021	Inc.
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SCHEDULE 2
TRADEMARKS

Trademark Registrations and Applications

Mark	Jurisdiction	Registration and/or Application Number	Registration and/or Filing Date	Record Owner	Status
FIELD EFFECT SECURITY	Canada	RN: TMA1043783 AN: 1872608	July 23, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT NOBLE	Canada	RN: TMA1012407 AN: 1837152	January 8, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT CYBER RANGE	Canada	RN: TMA1012408 AN: 1837154	January 8, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT SOFTWARE	Canada	RN: TMA1012377 AN: 1837151	January 8, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT COVALENCE	Canada	RN: TMA1012378 AN: 1837153	January 8, 2019	Field Effect Software Inc.	Registered
ARO	Canada	AN: 1994958	November 8, 2019	Field Effect Software Inc.	Pending
COVALENCE MOTION	Canada	AN: 2249954	April 5, 2023	Field Effect Software Inc.	Pending
FIELD EFFECT & DESIGN	Canada	AN: 2249957	April 5, 2023	Field Effect Software Inc.	Pending
FIELD EFFECT MOTION	Canada	AN: 2249952	April 5, 2023	Field Effect Software Inc.	Pending
PREMONITION	Canada	AN: 2214504	October 11, 2022	Field Effect Software Inc.	Pending

Mark	Jurisdiction	Registration and/or Application Number	Registration and/or Filing Date	Record Owner	ITU Status
FIELD EFFECT COVALENCE	United States of America	RN: 5772443 SN: 87447768	June 11, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT CYBER RANGE	United States of America	RN: 5772444 SN: 87447782	June 11, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT NOBLE	United States of America	RN: 5772442 SN: 87447756	June 11, 2019	Field Effect Software Inc.	Registered
FIELD EFFECT SECURITY	United States of America	RN: 6098521 SN: 87726754	July 14, 2020	Field Effect Software Inc.	Registered
FIELD EFFECT SOFTWARE	United States of America	RN: 5824044 SN: 87447743	August 6, 2019	Field Effect Software Inc.	Registered
ARO	United States of America	SN: 88707355	November 26, 2019	Field Effect Software Inc.	Pending
COVALENCE MOTION	United States of America	SN: 97885907	April 13, 2023	Field Effect Software Inc.	Pending
FIELD EFFECT & DESIGN	United States of America	SN: 97885913	April 13, 2023	Field Effect Software Inc.	Pending
FIELD EFFECT MOTION	United States of America	SN: 97885902	April 13, 2023	Field Effect Software Inc.	Pending
PREMONITION	United States of America	SN: 97649788	October 26, 2022	Field Effect Software Inc.	Pending