

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM856587

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MineSense Technologies Ltd.		11/27/2023	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	40 King Street West		
Internal Address:	13th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4710525	BELTSENSE	
Registration Number:	6709191	BELTSENSE	
Registration Number:	4702418	MINESENSE	
Registration Number:	6709189	MINESENSE	
Registration Number:	6709190	SCOOPSENSE	
Registration Number:	4710524	SHOVELSENSE	
Registration Number:	6696295	SHOVELSENSE	
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, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		

OP \$190.00 4710525

SIGNATURE:	/Anna Clark/
DATE SIGNED:	11/28/2023
Total Attachments: 8 source=MineSense US IP Security Agreement#page1.tif source=MineSense US IP Security Agreement#page2.tif source=MineSense US IP Security Agreement#page3.tif source=MineSense US IP Security Agreement#page4.tif source=MineSense US IP Security Agreement#page5.tif source=MineSense US IP Security Agreement#page6.tif source=MineSense US IP Security Agreement#page7.tif source=MineSense US IP Security Agreement#page8.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Date: November 27, 2023

WHEREAS MineSense Technologies Ltd., a corporation formed under the laws of British Columbia (the "**Debtor**") 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 Debtor has entered into a commitment letter dated as of the date hereof between, inter alios, the Debtor, as a borrower, and The Bank of Nova Scotia, as lender (the "**Lender**").

AND WHEREAS the Debtor has delivered one or more security agreements dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to the Lender (the "**Secured Party**");

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

AND WHEREAS the Debtor and the Secured Party desire to record this agreement with the United States Patent and Trademark Office 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 Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this agreement may be recorded with 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 Debtor 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, pdf or electronic transmission, and any signature contained hereon by facsimile, pdf or electronic transmission 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 State of New York.

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

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

MINESENSE TECHNOLOGIES LTD.

By: Jeff More

name: Jeff More

title: President and CEO

By: _____

name:

title:

THE BANK OF NOVA SCOTIA

By: _____

name:

title:

By: _____

name:

title:

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the Debtor under the hands of its proper officers duly authorized in that behalf.

MINESENSE TECHNOLOGIES LTD.

By: _____

name:

title:

By: _____

name:

title:

THE BANK OF NOVA SCOTIA

By: *Gena Custode* _____

name: Gena Cusode

title: Director, TIB, Bank of Nova Scotia

By: *Jennifer Tsang* _____

name: Jennifer Tsang

title: Associate Director, TIB

SCHEDULE "A"

United States - Trademarks

Mark	Country	Application #	Owner Name	Registration #	Registration Date	Status
BELTSENSE	United states	86177833	Minesense Technologies Ltd.	4710525	31/03/2015	Registered
BELTSENSE	United states	88078151	MineSense Technologies Ltd.	6709191	26/04/2022	Registered
MINESENSE	United states	86177828	Minesense Technologies Ltd.	4702418	17/03/2015	Registered
MINESENSE Logo	United states	88078127	MineSense Technologies Ltd.	6709189	26/04/2022	Registered
SCOOPSENSE	United states	88078145	MineSense Technologies Ltd.	6709190	26/04/2022	Registered
SHOVELSENSE	United states	86177832	Minesense Technologies Ltd.	4710524	31/03/2015	Registered
SHOVELSENSE	United states	88078160	MineSense Technologies Ltd.	6696295	12/04/2022	Registered

United States – Patents

Ref.	Patent	Application No. Patent No.	Owner Information	Status
1	RUGGEDIZED SENSOR DEVICES WITH DECREASED LIGHT SCATTER AND ASSOCIATED SYSTEMS AND METHODS	SN: 18/163,779 PN: N/A	MineSense Technologies Ltd. Vancouver (CA)	Pending – awaiting examination Filing Date: 02/02/2023
2	COMPOSITIONAL MULTISPECTRAL AND HYPERSPECTRAL IMAGING SYSTEMS FOR MINING SHOVELS AND ASSOCIATED METHODS	SN: 17/992,626 PN: N/A	MineSense Technologies Ltd. Vancouver (CA)	Pending – awaiting examination Filing Date: 11/22/2022

Ref.	Patent	Application No. Patent No.	Owner Information	Status
3	SELF-CLEANING SENSOR WINDOW DEVICES FOR MINE SITE EQUIPMENT AND ASSOCIATED SYSTEMS AND METHODS	SN: 17/992,657 PN: N/A	MineSense Technologies Ltd. Vancouver (CA)	Pending – awaiting examination Filing Date: 11/22/2022
4	SORTING MATERIALS USING PATTERN RECOGNITION, SUCH AS UPGRADING NICKEL LATERITE ORES THROUGH ELECTROMAGNETIC SENSOR-BASED METHODS	SN: 16/287,596 PN: 11,219,927	MineSense Technologies Ltd. Vancouver (CA)	Issued : 01/11/2022 Filing Date : 02/27/2019
5	HIGH CAPACITY CASCADE-TYPE MINERAL SORTING MACHINE AND METHOD	SN: 15/068,504 PN: 10,029,284	MineSense Technologies Ltd. Vancouver (CA)	Issued : 07/24/2018 Filing Date : 03/11/2016
6	HIGH CAPACITY CASCADE-TYPE MINERAL SORTING MACHINE AND METHOD	SN: 16/018,335 PN: 11,247,240	MineSense Technologies Ltd. Vancouver (CA)	Issued : 02/15/2022 Filing Date : 06/26/2018
7	SORTING MATERIALS USING PATTERN RECOGNITION, SUCH AS UPGRADING NICKEL LATERITE ORES THROUGH ELECTROMAGNETIC SENSOR-BASED METHODS	SN: 13/830,453 PN: 9,316,537	MineSense Technologies Ltd. Vancouver (CA)	Issued: 04/19/2016 Filing Date: 03/14/2013
8	SORTING MATERIALS USING PATTERN RECOGNITION, SUCH AS UPGRADING NICKEL LATERITE ORES THROUGH ELECTROMAGNETIC SENSOR-BASED METHODS	SN: 15/068,492 PN: 10,259,015	MineSense Technologies Ltd. Vancouver (CA)	Issued : 04/16/2019 Filing Date : 03/11/2016
9	MINING SHOVEL WITH COMPOSITIONAL SENSORS	SN: 14/805,391 PN: 9,522,415	MineSense Technologies Ltd. Vancouver (CA)	Issued : 12/20/2016 Filing Date: 07/21/2015
10	MINING SHOVEL WITH COMPOSITIONAL SENSORS	SN: 15/351,071 PN: 10,036,142	MineSense Technologies Ltd. Vancouver (CA)	Issued : 07/31/2018 Filing Date: 11/14/2016

Ref.	Patent	Application No. Patent No.	Owner Information	Status
11	MINING SHOVEL WITH COMPOSITIONAL SENSORS	SN: 16/028,222 PN: 10,982,414	MineSense Technologies Ltd. Vancouver (CA)	Issued : 04/20/2021 Filing Date: 07/05/2018
12	MINING SHOVEL WITH COMPOSITIONAL SENSORS	SN: 17/234,480 PN: N/A	MineSense Technologies Ltd. Vancouver (CA)	Allowed : 08/11/2023 Filing Date : 04/19/2021
13	HIGH CAPACITY SEPARATION OF COARSE ORE MINERALS FROM WASTE MINERALS	SN: 14/805,333 PN: 9,884,346	MineSense Technologies Ltd. Vancouver (CA)	Issued : 02/06/2018 Filing Date: 07/21/2015
14	HIGH CAPACITY SEPARATION OF COARSE ORE MINERALS FROM WASTE MINERALS	SN: 15/857,034 PN: 10,493,494	MineSense Technologies Ltd. Vancouver (CA)	Issued : 12/03/2019 Filing Date: 12/28/2017
15	HIGH CAPACITY SEPARATION OF COARSE ORE MINERALS FROM WASTE MINERALS	SN: 16/673,533 PN: 11,247,241	MineSense Technologies Ltd. Vancouver (CA)	Issued : 02/15/2022 Filing Date: 11/04/2019
16	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 14/584,654 PN: 9,290,913	MineSense Technologies Ltd. Vancouver (CA)	Issued : 03/22/2016 Filing Date: 12/29/2014
17	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 15/040,991 PN: 9,958,407	MineSense Technologies Ltd. Vancouver (CA)	Issued : 05/01/2018 Filing Date : 02/10/2016
18	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 15/833,925 PN: 10,054,560	MineSense Technologies Ltd. Vancouver (CA)	Issued : 08/21/2018 Filing Date : 12/06/2017
19	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 16/027,612 PN: 10,857,568	MineSense Technologies Ltd. Vancouver (CA)	Issued : 12/08/2020 Filing Date : 07/05/2018

Ref.	Patent	Application No. Patent No.	Owner Information	Status
20	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 17/112,746 PN: 11,596,982	MineSense Technologies Ltd. Vancouver (CA)	Issued : 03/07/2023 Filing Date : 12/04/2020
21	HIGH CAPACITY CASCADE- TYPE MINERAL SORTING MACHINE AND METHOD	SN: 13/875,105 PN: 9,314,823	MineSense Technologies Ltd. Vancouver (CA)	Issued : 04/19/2016 Filing Date : 05/01/2013
22	EXTRACTING MINED ORE, MINERALS OR OTHER MATERIALS USING SENSOR-BASED SORTING	SN: 13/538,931 PN: 8,958,905	MineSense Technologies Ltd. Vancouver (CA)	Issued : 02/17/2015 Filing Date : 06/29/2012