

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM340235

<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>
IC AXON INC.		02/14/2013	CORPORATION: CANADA
IC ACQUISITION CORPORATION		02/14/2013	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	COMERICA BANK		
<b>Street Address:</b>	39200 W. SIX MILE ROAD		
<b>Internal Address:</b>	MC 7512		
<b>City:</b>	LIVONIA		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48152		
<b>Entity Type:</b>	Texas banking association: TEXAS		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85868693	IC AXON	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8585506420		
<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>	858-550-6403		
<b>Email:</b>	erin.obrien@cooley.com		
<b>Correspondent Name:</b>	Erin O'Brien		
<b>Address Line 1:</b>	c/o Cooley LLP		
<b>Address Line 2:</b>	4401 Eastgate Mall		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92121		
<b>ATTORNEY DOCKET NUMBER:</b>	036703-1106		
<b>NAME OF SUBMITTER:</b>	Erin O'Brien		
<b>SIGNATURE:</b>	/Erin O'Brien/		
<b>DATE SIGNED:</b>	05/04/2015		
<b>Total Attachments: 9</b>			
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**FIRST AMENDMENT  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of April 21, 2015 (the "Amendment") by and among **COMERICA BANK** ("Bank"), **IC AXON INC.**, a Canadian company, and **IC ACQUISITION CORPORATION**, a Delaware corporation (each a "Grantor" and, collectively, the "Grantors").

**RECITALS**

Grantors and Bank are parties to that certain Intellectual Property Security Agreement dated as of February 14, 2013, as amended from time to time (the "IPSA"). The parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby amended and replaced in its entirety with Exhibit C, attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Each Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the first date above written.

Address of Grantor:

3575 St. Laurent Blvd., Ste. 650  
Montreal, Quebec  
Canada H2X 2T7

Attn:

Address of Grantor:

3575 St. Laurent Blvd., Ste. 650  
Montreal, Quebec  
Canada H2X 2T7

Attn:

Address of Bank:

m/c 7512  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

**GRANTOR:**

**IC AXON INC.**

By: [Signature]  
Name: Richard Allard  
Title: VP Finance

**IC ACQUISITION CORPORATION**

By: [Signature]  
Name: CAROLE GINS  
Title: CEO

**BANK:**

**COMERICA BANK**

By: [Signature]  
Name: Michael Fishback  
Title: Vice President

**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration / Serial Number</u>	<u>Registration/Application Date</u>
IC AXON	85/868,693	03/06/13

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 14, 2013 by and among **COMERICA BANK** ("Bank"), **IC AXON INC.**, a Canadian company, and **IC ACQUISITION CORPORATION**, a Delaware corporation (each a "Grantor" and, collectively, the "Grantors").

### RECITALS

**A.** Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (collectively, "Borrowers") (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Borrowers dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Borrowers and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrower and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the Intellectual Property Collateral shall not include the rights of IC AXON, INC., to "MyPatient Software" described as follows: "the multimedia educational software 'mypatient.com', the main components of which are Source Code, table scripts, stored procedures, system documentation, user interface configurations, medical data, usage data compiled on a continuous basis and saved in a database, and the domain name and trademark 'mypatient.com' and any property acquire in replacement thereof."

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

**GRANTOR:**

Address of Grantor:

3575 St. Laurent Blvd., Ste. 650  
Montreal, Quebec  
Canada H2X 2T7

Attn:

Address of Grantor:


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Montreal, Quebec  
Canada H2X 2T7

Attn:

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
USA  
Attn: Livonia Operations Center

**IC AXON INC.**

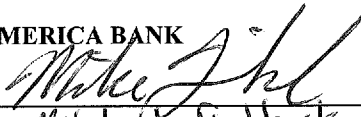
By:   
Name: CAROLE GINS  
Title: President

**IC ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BANK:**

**COMERICA BANK**

By:   
Name: Michael Fishback  
Title: Vice President

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Canada H2X 2T7

Attn:

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3575 St. Laurent Blvd., Ste. 650  
Montreal, Quebec  
Canada H2X 2T7

Attn:

**IC AXON INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IC ACQUISITION CORPORATION**

By: Stevan K Budel  
Name: STEVAN K BUDL  
Title: CEO

**BANK:**

Address of Bank:

m/c 7512  
39200 W. Six Mile Road  
Livonia, MI 48152  
USA  
Attn: Livonia Operations Center

**COMERICA BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
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**EXHIBIT C**

**Trademarks**

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
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