

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clearwater Clinical Limited		11/01/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Silicon Valley Bank		
Street Address:	3003 Tasman Drive		
City:	Santa Clara		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87164817	SHOEBOX	
CORRESPONDENCE DATA			
Fax Number:	2165925009		
<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:	216-592-5000		
Email:	trademarks@tuckerellis.com		
Correspondent Name:	Tucker Ellis LLP		
Address Line 1:	950 Main Avenue		
Address Line 2:	Suite 1100		
Address Line 4:	Cleveland, OHIO 44113		
NAME OF SUBMITTER:	Patrick F. Clunk		
SIGNATURE:	/PATRICK F. CLUNK/		
DATE SIGNED:	11/07/2017		
Total Attachments: 12			
source=IPSA#page1.tif			
source=IPSA#page2.tif			
source=IPSA#page3.tif			
source=IPSA#page4.tif			
source=IPSA#page5.tif			

CH \$40.00 87164817

source=IPSA#page6.tif
source=IPSA#page7.tif
source=IPSA#page8.tif
source=IPSA#page9.tif
source=IPSA#page10.tif
source=IPSA#page11.tif
source=IPSA#page12.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“**Agreement**”) is entered into as of the Effective Date by and between SILICON VALLEY BANK (“**Bank**”) and CLEARWATER CLINICAL LIMITED, (“**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "**Loans**") in the amounts and manner set forth in that certain Loan and Security Agreement between Bank and Grantor dated the Effective Date (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 Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of 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, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "**Intellectual Property Collateral**"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "**Copyrights**");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "**Patents**");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "**Trademarks**");

(f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "**Mask Works**");

(g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

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

5. Execution in Counterparts. This 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

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

7. Governing Law. This 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 Agreement and the

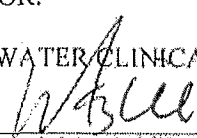
transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the Province of Ontario.

[Balance of Page Intentionally Left Blank]

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:

CLEARWATER CLINICAL LIMITED


By: Kenneth MacAskill

Title: Secretary

BANK:

SILICON VALLEY BANK

By: _____

Title: _____

[Signature Page to Intellectual Property Security Agreement]

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:

CLEARWATER CLINICAL LIMITED

By: _____
Title: _____

BANK:

SILICON VALLEY BANK


By: Kyle D. Della
Title: Vice President

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

See attached.

PATENTS AND PATENT APPLICATIONS

DIZZYFIX (hardware)

Canadian Patent No. 2,546,829
Title: **"Device For The treatment Of Vertigo"**
Owner: Clearwater Clinical Limited
Inventor: Matthew Alexander Bromwich
Filing Date: May 12, 2006
Issue Date: August 11, 2009
Published: November 12, 2007

United States Patent No. 7,490,611
Title: **"Device For The Treatment Of Vertigo"**
Owner: Clearwater Clinical Limited
Inventor: Matthew Alexander Bromwich
Filing Date: April 12, 2007
Issue Date: February 17, 2009
Published: November 15, 2007
Priority: May 12, 2006 (CA 2,546,829)

CLEARSCOPE (hardware)

United States Patent No. 9,451,874
Title: **"Adapter To Couple A Mobile Phone To An Endoscope"**
Owner: Clearwater Clinical Limited
Inventor: Matthew Bromwich
Filing Date: November 14, 2013
Issue Date: September 27, 2016
Published: May 22, 2014
Priority: November 16, 2012 (US 61/727,465)

Canadian Patent Application No. 2,928,401
Title: **"A Computer-Implemented Method For Making Rapid Periodic Movements Visible To The Human Eye"**
Owner: Clearwater Clinical Limited
Inventor: Matthew Bromwich; Siegurd Weber
Filing Date: April 28, 2016
Issue Date: N/A
Published: N/A
To be laid open October 28, 2017

- Corresponding PCT application to be filed by April 28, 2017

SHOEBOX Audiometry (Software owned by Clearwater licensed for use with third party hardware)

United States Patent No. 9,119,574
Title: **"Hearing Screening Application For Mobile Devices"**
Owner: Clearwater Clinical Limited

Inventor: Matthew Bromwich; Guy-Vincent Jourdan; Nicolas Ellaham
Filing Date: August 30, 2012
Issue Date: September 1, 2015
Published: March 7, 2013
Priority: September 1, 2011 (US 61/530,178)

Canadian Patent Application No. 2,908,891

Title: **"A Computer-Implemented Method For Reducing Crosstalk In A Computer-Based Audiometer"**

Owner: Clearwater Clinical Limited
Inventor: Matthew Bromwich; Julian Bromwich; Guy-Vincent Jourdan; Heikki Koivikko
Filing Date: October 15, 2015
Issue Date: N/A
Published: N/A

PCT International Application No. PCT/CA2016/000249

Title: **"A Computer-Implemented Method For Reducing Crosstalk In A Computer-Based Audiometer"**

Owner: Clearwater Clinical Limited
Inventor: Matthew Bromwich; Julian Bromwich; Guy-Vincent Jourdan; Heikki Koivikko
Filing Date: October 6, 2016
Issue Date: N/A
Published: N/A
Priority: October 15, 2015 (CA 2,908,891)

EXHIBIT C

Trademarks

See attached.

TRADEMARKS AND TRADEMARK APPLICATIONS



Trademark	Application Number	Registration Number	Registration Date	Status
CLEARWATER CLINICAL	1329496 (Canada)	TMA715776 (Canada)	June 3, 2008	Registered
DIZZYFIX	1329495 (Canada)	TMA705776 (Canada)	January 25, 2008	Registered
ClearSCOPE	1723207 (Canada)	TMA973412 (Canada)	June 13, 2017	Registered
CLEARSCOPE	1771282 (Canada)	N/A	N/A	Filed March 8, 2016
MODICA	1771281 (Canada)	N/A	N/A	Filed March 8, 2016
	1771280 (Canada)	N/A	N/A	Filed March 8, 2016
SHOEBOX	1771283 (Canada)	N/A	N/A	Filed March 8, 2016
SHOEBOX	87/164,817 (United States)	N/A	N/A	Filed Sept 8, 2016
	1771284 (Canada)	N/A	N/A	Filed March 8, 2016
THINK OUTSIDE THE BOOTH	1839099 (Canada)	N/A	N/A	Filed May 24, 2017

EXHIBIT D

Mask Works

None.