

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM484687

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Profound Medical Inc.		07/30/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2C2		
Entity Type:	Public Company: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5362232	TULSA-PRO	
Registration Number:	5366668	PROFOUND MEDICAL INC.	
CORRESPONDENCE DATA			
Fax Number:	4168658244		
<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:	4168650040		
Email:	efan@torys.com		
Correspondent Name:	Torys LLP c/o Edward Fan		
Address Line 1:	79 Wellington Street West		
Address Line 2:	Suite 3000, P.O. Box 270		
Address Line 4:	Toronto, ONTARIO M5K 1N2		
NAME OF SUBMITTER:	Edward Fan		
SIGNATURE:	/Edward Fan/		
DATE SIGNED:	08/03/2018		
Total Attachments: 8			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this "**Agreement**") is entered into as of July 30, 2018 by and between PROFOUND MEDICAL INC., an Ontario corporation ("**Borrower**"), PROFOUND MEDICAL CORP., an Ontario corporation ("**Parent**"), and PROFOUND MEDICAL (U.S.) INC., a Delaware corporation ("**Profound US**", and together with Borrower and Parent, collectively, "**Grantors**", and each, a "**Grantor**") and CANADIAN IMPERIAL BANK OF COMMERCE ("**Lender**").

RECITALS

A. Lender and Grantors are entering into a Pledge and General Security Agreement and a Pledge and Security Agreement (US), in each case, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Security Documents**"). Defined terms used herein without definition shall have the meanings set forth in the applicable Security Documents.

B. The Obligations are secured by the Collateral including without limitation, all of each Grantor's Intellectual Property.

C. Each Grantor's execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantors and Lender hereby agree:

AGREEMENT

To secure the Obligations, each Grantor grants Lender a security interest in all of each Grantor's right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor's copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

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

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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[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.

Address of Grantors:
Profound Medical Inc.
2400 Skymark Ave., Unit #6
Mississauga, Ontario L4W 5K5
Attention: Chief Financial Officer

with a copy (that does not constitute notice) to:

Torys LLP
79 Wellington Street West, #300
Toronto, ON M5K 1N2
Attention: Amanda Balasubramanian

GRANTORS:

PROFOUND MEDICAL INC.

By: *Arun Menawat*

Name: ARUN MENAWAT

Title: CEO

By: *Rashed Dewan*

Name: RASHED DEWAN

Title: VP FINANCE

PROFOUND MEDICAL CORP.

By: *Arun Menawat*

Name: ARUN MENAWAT

Title: CEO

By: *Aaron Davidson*

Name: Aaron Davidson

Title: CFO

PROFOUND MEDICAL (US) INC.

By: *Arun Menawat*

Name: ARUN MENAWAT

Title: PRESIDENT

By: *Rashed Dewan*

Name: RASHED DEWAN

Title: SECRETARY

Canadian Imperial Bank of Commerce
Credit Processing Services
595 Bay Street, 5th floor
Toronto, Ontario
MSH 2C2
Attn: Jeff Chapman
Email: jeff.chapman@cibc.com

with a copy (that does not constitute notice) to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Facsimile: 416-979-1234

Attention: Michael Bertrand

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____

Name: Mark Usher _____

Title: mg _____

By: _____

Name: _____

Title: _____

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B**PATENTS**

Grantor	Description	Application Number / Registration Number	Filing Date / Registration Date
Profound Medical Inc.	MEDICAL INSTRUMENT FOR SONICATING A SET OF TARGET VOLUMES	15562235	Sep 27, 2017
Profound Medical Inc.	HIFU APPLICATION WITH FEEDBACK CONTROL USING BUBBLE DETECTION	6508774	Jan 21, 2003
Profound Medical Inc.	DEVICE FOR POSITIONING AN ULTRASOUND TRANSDUCER INSIDE A MR SCANNER	9526515	Dec 27, 2016
Profound Medical Inc.	THERAPY SYSTEM WITH TEMPERATURE CONTROL	9687681	Jun 27, 2017
Profound Medical Inc.	MR IMAGING GUIDED THERAPY	8867811	Oct 21, 2014
Profound Medical Inc.	MR IMAGING GUIDED ULTRASOUND THERAPY	13376858	Dec 8, 2011
Profound Medical Inc.	HIGH INTENSITY FOCUSED ULTRASOUND POSITIONING MECHANISM	13496043	Mar 14, 2012
Profound Medical Inc.	HIGH INTENSITY FOCUSED ULTRASOUND TRANSDUCER OPTIMIZATION	13515519	Jun 13, 2012
Profound Medical Inc.	THERAPEUTIC APPARATUS	8725232	May 13, 2014
Profound Medical Inc.	RF TRANSMIT AND/OR RECEIVE ANTENNA FOR A HYBRID MRI/HIFU SYSTEM	9146290	Sep 29, 2015
Profound Medical Inc.	THERAPEUTIC APPARATUS AND METHOD FOR HEATING A SUBJECT	13879412	Apr 15, 2013
Profound Medical Inc.	REAL TIME CONTROL OF HIGH INTENSITY FOCUSED ULTRASOUND USING MAGNETIC RESONANCE IMAGING	14239268	Feb 18, 2014
Profound Medical Inc.	HIGH-INTENSITY FOCUSED ULTRASOUND FOR HEATING A TARGET ZONE LARGER THAN THE ELECTRONIC FOCUSING ZONE	14390181	Oct 2, 2014

Grantor	Description	Application Number / Registration Number	Filing Date / Registration Date
Profound Medical Inc.	HIGH INTENSITY FOCUSED ULTRASOUND TARGETING	14406550	Dec 9, 2014
Profound Medical Inc.	ACOUSTIC RADIATION FORCE MAGNETIC RESONANCE IMAGING	14412728	Jan 5, 2015
Profound Medical Inc.	REDUCED HEATING IN OVERLAPPING NEAR FIELD REGIONS OF HIGH INTENSITY FOCUSED ULTRASOUND	14431932	Mar 27, 2015
Profound Medical Inc.	MULTI-FOCI SONICATIONS FOR HYPERTHERMIA TREATMENTS USING MAGNETIC RESONANCE-GUIDED FOCUSED ULTRASOUND	14433468	Apr 3, 2015
Profound Medical Inc.	ENERGY DEPOSITION ZONE DETERMINATION FOR A CATHETER WITH AN	10010727	Jul 3, 2018
Profound Medical Inc.	THERAPY SYSTEM FOR DEPOSITING ENERGY	10010723	Jul 3, 2018
Profound Medical Inc.	DEVICE FOR POSITIONING AN ULTRASOUND TRANSDUCER INSIDE A MR SCANNER	15367508	Dec 2, 2016
Profound Medical Inc.	ENDOCAVITY TEMPERATURE CONTROL DEVICE	14988056	Jan 5, 2016
Profound Medical Inc.	CONTROLLABLE ROTATING ULTRASOUND THERAPY APPLICATOR	9707413	Jul 18, 2017
Profound Medical Inc.	TREATMENT PLANNING AND DELIVERY USING TEMPERATURE UNCERTAINTY MAPS	9971004	May 15, 2018
Profound Medical Inc.	SYSTEM AND METHOD FOR CONTROL AND MONITORING OF CONFORMAL THERMAL THERAPY	9205282	Dec 8, 2015
Profound Medical Inc.	SYSTEM AND METHOD FOR CONTROL AND MONITORING OF CONFORMAL THERMAL THERAPY	8998889	Apr 7, 2015
Profound Medical Inc.	ULTRASONIC THERAPY APPLICATOR AND METHOD OF DETERMINING POSITION OF ULTRASONIC TRANSDUCERS	15621672	Jun 13, 2017

Grantor	Description	Application Number / Registration Number	Filing Date / Registration Date
Profound Medical Inc.	FLUID CIRCUITS FOR TEMPERATURE CONTROL IN A THERMAL THERAPY SYSTEM	9770607	Sep 26, 2017
Profound Medical Inc.	FLUID CIRCUITS FOR TEMPERATURE CONTROL IN A THERMAL THERAPY SYSTEM	9566455	Feb 14, 2017
Profound Medical Inc.	RF POWER CONTROLLER FOR ULTRASOUND THERAPY SYSTEM	9931523	Apr 3, 2018
Profound Medical Inc.	THERMAL THERAPY WITH DYNAMIC ANATOMICAL BOUNDARIES USING MRI-BASED TEMPERATURE UNCERTAINTY MAPS	15/797,075	Oct 30, 2017
Profound Medical Inc.	PROCESSING SYSTEM AND DYNAMIC CORRECTION METHOD FOR THERMAL THERAPY	15/788,414	Oct 19, 2017
Profound Medical Inc.	MULTI-CHANNEL REAL-TIME PHASE MODULATION FOR EMI REDUCTION IN AN ULTRASOUND DEVICE	15/723,850	Oct 3, 2017
Profound Medical Inc.	APPARATUS AND METHOD FOR DIRECTING ENERGY FROM A MULTI-ELEMENT SOURCE	15/981,383	May 16, 2018

EXHIBIT C
TRADEMARKS

Grantor	Mark	Application Number / Registration Number	Filing Date / Registration Date
Profound Medical Inc.	TULSA-PRO	5362232	Dec 26, 2017
Profound Medical Inc.	SONALLEVE	4061938	Nov 29, 2011
Profound Medical Inc.	PROFOUND MEDICAL INC.	5366668	Jan 2, 2018