

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM497639

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADLIB PUBLISHING SYSTEMS INC.		11/09/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Partners for Growth V, L.P.		
Street Address:	1660 Tiiburon Blvd.		
Internal Address:	Suite D		
City:	Tiburon		
State/Country:	CALIFORNIA		
Postal Code:	94920		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5538078	ADLIB ELEVATE	
CORRESPONDENCE DATA			
Fax Number:	4153672728		
<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:	4153813283		
Email:	ben@greenspan-law.com		
Correspondent Name:	Benjamin Greenspan		
Address Line 1:	620 LAGUNA RD		
Address Line 4:	Mill Valley, CALIFORNIA 94941		
NAME OF SUBMITTER:	Benjamin Greenspan		
SIGNATURE:	/bg/		
DATE SIGNED:	11/09/2018		
Total Attachments: 5			
source=Item 03 - Reaffirmation of IPSA (Adlib)#page1.tif			
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**REAFFIRMATION OF INTELLECTUAL PROPERTY
SECURITY AGREEMENT**

THIS REAFFIRMATION OF INTELLECTUAL PROPERTY AND SECURITY AGREEMENT (including related Collateral Agreements and Notices, this "Reaffirmation") is dated as of November 9, 2018 (the "Reaffirmation Date"), by and between Partners for Growth V, L.P., a Delaware limited partnership with its principal place of business at 1660 Tiburon Blvd., Suite D, Tiburon, CA 94920 ("PFG") and ADLIB PUBLISHING SYSTEMS INC., an Ontario corporation with a principal place of business as at the date hereof at 3228 South Service Road, Burlington, Ontario, Canada, L7N 3H8 ("Grantor"), with reference to the following facts:

RECITALS:

A. Grantor entered into that certain Intellectual Property Security Agreement (including Collateral Agreements and Notices) dated July 31, 2017 (the "IPSA") pursuant to which it granted PFG a security interest in all of Grantor's right, title and interest in the Grantor's Intellectual Property to secure performance of all Obligations of Borrower under that certain Loan and Security Agreement of even date with the IPSA between PFG and Grantor pursuant to which Borrowers borrowed money from PFG (the "Loan Agreement" and such above date, the "Loan Agreement Effective Date").

B. Concurrently, the parties are entering into that certain Amended and Restated Loan and Security Agreement (the "Restatement").

C. The parties desire to affirm that the obligations of Grantor under the IPSA and PFG's rights thereunder, security interests, dates and manner of perfection and other benefits will be deemed to apply in favor of PFG under the Restatement.

D. In order to induce PFG to enter into the Restatement Grantor has agreed to reaffirm its obligations to the PFG under the IPSA as obligations to PFG under the Restatement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated herein by reference as if fully set forth in the text of this Reaffirmation.
2. **Definitions.** Capitalized terms used in this Reaffirmation and not otherwise defined herein shall have the meanings assigned in the IPSA or, as applicable, the Restatement.
3. **Reaffirmation.** Grantor hereby represents, warrants and covenants that:

(a) all obligations of Grantor under the IPSA in relation to the Loan Agreement shall hereafter be deemed and shall constitute Obligations to PFG under the Restatement;

(b) all obligations under the Loan Agreement in relation to the IPSA shall hereafter constitute Obligations of Grantor under the Restatement;

(c) Grantor hereby covenants and agrees with the PFG that the IPSA shall continue in full force and effect for the benefit of the PFG, that there are no offsets, claims or defenses of Grantor with respect to the IPSA, and that the IPSA is hereby ratified and confirmed in all respects; and

(d) any and all Intellectual Property and Domain Rights required to be disclosed under the IPSA have been disclosed and either no new properties or rights have been acquired or arisen between the Loan Agreement Effective Date and the date of this Reaffirmation or such new properties (or properties for which the filing, application or grant status or identification numbers have changed) have been scheduled to this Reaffirmation in Exhibit A hereto. To the extent that such amendments or additions are disclosed or otherwise discovered by PFG, Grantor authorizes PFG to amend or use this Reaffirmation as evidence in connection with any Security Instruments required or capable of being filed in any relevant jurisdiction with respect to such amendments or additions without further authority.

4. **Successors and Assigns.** This Reaffirmation shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

5. **Severability.** In case any one or more of the provisions contained in this Reaffirmation shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

6. **Full Force and Effect.** Except as expressly provided herein, all terms and provisions of the IPSA shall remain unchanged and in full force and effect.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Reaffirmation of Intellectual Property Security Agreement to be duly and lawfully executed by its authorized director or other authorized legal representative.

Grantor:

ADLIB PUBLISHING SYSTEMS INC.

By: 

Name: PETER DUFF

Title: CEO

PFG:

PARTNERS FOR GROWTH V, L.P.

By _____

Name: _____

Title: **Manager, Partners for Growth V, LLC
Its General Partner**

In witness whereof, Grantor has caused this Reaffirmation of Intellectual Property Security Agreement to be duly and lawfully executed by its authorized director or other authorized legal representative.

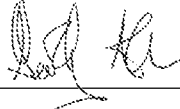
Grantor:
ADLIB PUBLISHING SYSTEMS INC.

By: _____

Name: _____

Title: _____

PFG:
PARTNERS FOR GROWTH V, L.P.

By  _____

Name: Geoffrey Allan

Title: **Manager, Partners for Growth V, LLC
Its General Partner**

Schedule of New (and Changed Status) Intellectual Property

Trademarks

ADLIB ELEVATE	USA	App #: 87039928 Reg #: 5538078
ADLIB SOFTWARE	EUROPE	016307324 (rejected)
ADLIB DESIGN	EUROPE	016307332 (rejected)
CONTENT ELEVATION PROCESS	CANADA	App#: 1785803 Reg#: 1006604
PROGRESSIVE CLASSIFICATION	CANADA	App#: 1785807 Reg#: 1003282

Patents

None.

Copyrights

Copyright Number	Date	Title / Work	Owner
US Registration #V9949D701	08/10/2017	AdLib Electronic Publishing	Adlib Publishing Systems, Inc.

Domains

<u>Domain Name</u>	<u>Service Provider Contact Details and Account Number (if any)</u>	<u>Owner and Registrar or Administrative Contact of Record</u>	<u>Expiry Date of Domain</u>
adlibsolutions.com	GoDaddy (1-800-938-1119)	AdLib eDocument Solutions 215 - 3228 South Service Rd Burlington, Ontario webmaster@adlibsoftware.com	April 28, 2019
adlibsys.com	GoDaddy (1-800-938-1119)	Same as above	April 18, 2019
getadlibelevate.com	GoDaddy (1-800-938-1119)	Same as above	July 6, 2019
migrationchallenge.com	GoDaddy (1-800-938-1119)	Same as above	October 6, 2019
getadlibelevate.com	GoDaddy (1-800-938-1119)	Same as above	July 6, 2019