

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM500005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIQ SOLUTIONS INC.		11/28/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Crown Capital Partner Funding, LP		
Street Address:	333 Bay Street		
Internal Address:	Suite 2730		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 2R2		
Entity Type:	Limited Partnership: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87853840	AI ASSIST	
Registration Number:	2880801	NETSCRIBE	
CORRESPONDENCE DATA			
Fax Number:	4168657380		
<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:	416-865-7697		
Email:	jkkim@torys.com		
Correspondent Name:	Torys LLP		
Address Line 1:	79 Wellington St. West		
Address Line 2:	30th Floor, TD South Tower		
Address Line 4:	Toronto, CANADA M5K1N2		
NAME OF SUBMITTER:	Julie Kim		
SIGNATURE:	/Julie Kim/		
DATE SIGNED:	11/29/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 28, 2018 is made by VIQ SOLUTIONS INC., a corporation existing under the laws of the Province of Ontario (together with any successors, by amalgamation or otherwise, and permitted assigns; herein referred to as a "Grantor") in favor of CROWN CAPITAL PARTNER FUNDING, LP, as lender (in such capacity, together with any successors thereto in such capacity, the "Grantee") pursuant to the terms of a Credit Agreement dated as of November 28, 2018 among, *inter alios*, the Grantor and the Grantee (together with all amendments, modifications, supplements, restatements, or replacements, if any, from time to time thereafter made thereto, the "Credit Agreement"). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

WHEREAS, Grantor own the Trademarks (as hereinafter defined) as listed on Schedule 1 annexed hereto;

WHEREAS, Grantor and Grantee are parties to a general security agreement dated as of November 28, 2018 (as amended, modified, supplemented, restated or replaced from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the terms of the Security Agreement, the Grantor has granted to Grantee a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all the Grantor's Trademarks (as hereinafter defined) whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Trademarks, and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt payment and performance of the Obligations under the Credit Agreement, the Grantor hereby charges and grants to Grantee a continuing security interest in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs (all of the foregoing items in this clause (i) being collectively called a "**Trademark**"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trademarks Branch of the Canadian Intellectual Property Office or in any office or agency of Canada or any Province thereof or any foreign country, and all reissues, extensions or renewals thereof;

- (ii) all Trademark licences and other agreements providing the Grantor with the right to use any items of the type described in clause (i), including each Trademark licence referred to in the Credit Agreement;
- (iii) all of the goodwill of the business connected with the use of, and symbolized by, the items described in clause (i);
- (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clauses (i) and (ii); and
- (v) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark licence, including any Trademark, Trademark registration or Trademark licence referred to in the Credit Agreement, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark licence and all rights corresponding thereto throughout the world.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall control.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the Province of Ontario and federal laws of Canada applicable therein.

This Agreement may be executed in counterparts, (including by telecopy or PDF), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions thereof shall continue to be in full force and effect.

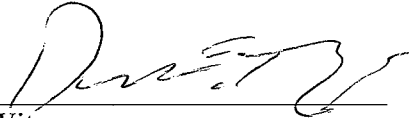
This Agreement may not be modified or amended except with the written consent of the Grantor (to be provided in accordance with the Credit Agreement) and the Grantee.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be duly executed by its officer thereunto duly authorized as of the date first written above.

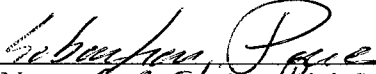


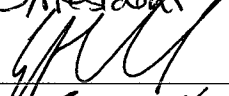
Witness



Witness

VIQ SOLUTIONS INC.

By: 
Name: Sebastian Pave
Title: CEO/President

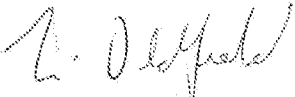
By: 
Name: George Howard
Title: CEO

I/We have authority to bind the corporation

Acknowledged:

CROWN CAPITAL PARTNER FUNDING LP, by
its general partner, CROWN CAPITAL LP
PARTNER FUNDING, INC.
as Grantee

By: _____


Name: Tim Oldfield
Title: Chief Investment Officer

Schedule 1 - Trademark Security Agreement

Trademark	Country	Application Date	Application #	Registration Date	Registration #	Owner
AI ASSIST	Canada	October 3, 2017	1860779	N/A	N/A	VIQ Solutions Inc.
CAPTUREPRO	Canada	November 1, 2018	1928297	N/A	N/A	VIQ Solutions Inc.
MOBILEMIC	Canada	November 1, 2018	1928298	N/A	N/A	VIQ Solutions Inc.
CYBERCRYPT	Canada	November 1, 2018	1928300	N/A	N/A	VIQ Solutions Inc.
AUDIOWORX	Canada	November 1, 2018	1928303	N/A	N/A	VIQ Solutions Inc.
ACCESSPOINT	Canada	November 1, 2018	1928306	N/A	N/A	VIQ Solutions Inc.

Trademark	Country	Application Date	Application #	Registration Date	Registration #	Owner
AI ASSIST	US	March 28, 2018	87853840	N/A	N/A	VIQ Solutions Inc.
NETSCRIBE	US	January 21, 2003	76483603	September 7, 2004	2880801	VIQ Solutions Inc.