

RE

11/29/2018



103679896

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

NOV 29 2018

To the Director of the U. S. Patent and Trademark Office: Please record documents of the new address(es) below.

1. Name of conveying party(ies):

Xtiva Financial Systems, Inc.

- Individual(s)
- Partnership
- Corporation- State: California
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) October 29, 2018

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No
Name: QUANTIUS INC., AS AGENT

Street Address: 1 Yonge Street, Suite 1801

City: Toronto

State: Ontario

Country: Canada Zip: M5E 1W7

- Individual(s) Citizenship
- Association Citizenship
- Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship CANADIAN
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2399630

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Trademark Name: XTIVA

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Penny Adams-Marchetti, Law Clerk

Internal Address: Suite 800

Street Address: 365 Bay Street

City: Toronto

State: Ontario Zip: M5H 2V1

Phone Number: 416.361.4796

Docket Number: 218871

Email Address: padamsmarchetti@wikdlaw.ca

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

11/30/2018 DTINBEN 00000002 2399630

Deposit Account Number _____

Authorized User Name _____ 40.00 DP

9. Signature:

Penny Adams-Marchetti
Signature

November 13, 2018
Date

Penny Adams-Marchetti
Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 006492 FRAME: 0625



INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**IP Security Agreement**”) dated October 29, 2018, is made by XTIVA FINANCIAL SYSTEMS, INC. (the “**Grantor**”) in favour of QUANTIUS INC., as agent (in such capacity and together with its successors and assigns, the “**Agent**”) for itself and the other Lenders (as defined in the Loan Agreement).

WHEREAS, the Grantor, as borrower, has entered into a Loan Agreement dated as of October 29, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) with the Lenders and the Agent;

AND WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement;

AND WHEREAS, as a condition of the Lenders agreeing to make available the credit facilities as contemplated under the Loan Agreement (the “**Credit Facilities**”), the Grantor has executed and delivered a Security Agreement in favour of the Agent dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**GSA**”);

AND WHEREAS, under the terms of the GSA, the Grantor has granted to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral (as specifically defined in the GSA) including, among other property, certain intellectual property of the Grantor, and has agreed to execute this IP Security Agreement for recording with the United States Copyright Office and the United States Patent and Trademark Office and other governmental authorities;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent, for the benefit of the Agent and the Lenders, a security interest in all of the Grantor’s right, title and interest in and to the following (collectively, the “**IP Collateral**”):

- (A) the patents and patent applications of the Grantor set forth in Schedule A hereto (the “**Patents**”);
- (B) the trademark and service mark registrations and applications of the Grantor set forth in Schedule B hereto, together with the goodwill symbolized thereby (the “**Trademarks**”);
- (C) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “**Copyrights**”);
- (D) all licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (E) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international

treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(F) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages;

(G) all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks or Patents; and

(H) all proceeds and products of the foregoing, including without limitation any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the IP Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the IP Collateral by the Grantor under this IP Security Agreement secures the payment of all obligations of the Grantor now or hereafter existing under or in respect of the Loan Agreement and any other related credit documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the United States Copyright Office and the United States Patent and Trademark Office and any other applicable government office record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the GSA. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the IP Collateral are more fully set forth in the GSA, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provision of this IP Security Agreement is deemed to conflict with the GSA, the provisions of the GSA shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

XTIVA FINANCIAL SYSTEMS, INC.

By: Thomas Moysak - Xtiva Financial Systems, Inc.
DocuSigned by:
5B92ZED4ED3C45E...
Name: _____
Title: _____

[Signature page – IP Security Agreement]

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**Schedule A to the
IP Security Agreement**

PATENTS

Grantor:

None

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**Schedule B to the
IP Security Agreement**

TRADEMARKS

Grantor:

| Owner | Trademark Name | Registration/Application Number and jurisdiction |
|-------------------------------|----------------|---|
| Xtiva Financial Systems, Inc. | XTIVA | Reg. No. 2399630 United States (USPTO) Principal Register |



**Schedule C to the
IP Security Agreement**

COPYRIGHTS

Grantor:

Xtiva Financial Systems' learning management system and analytical tools software consists of a combination of software licensed under open source licenses and proprietary code that is protected by copyright and by confidentiality obligations. Copyright is unregistered.

Xtiva Financial Systems holds other materials (e.g. websites) protected by copyright. Copyrights are unregistered.

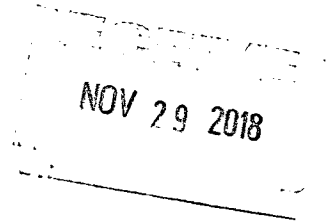
WILDEBOER
— wildlaw.ca
DELLELCE LLP

DIRECT LINE: 416 361 4796
e-mail: padamsmarchetti@wildlaw.ca

November 13, 2018

Mail Stop Assignment Recordation Services

P.O. Box 1450
Alexandria, V.A.
22313-1450 USA



Attention: Director of the USPTO

Re: Recordation Form re Intellectual Property Security Agreement

Please find enclosed Recordation Form for Trademarks, together with a cheque in the amount of US\$40.

If you have any questions or concerns, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to read "Penny Adams-Marchetti", written in a cursive style.

Penny Adams-Marchetti
Debt Products Law Clerk

encl.



WD00277643.DOCX: