

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502053

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAREWORX CORPORATION		12/10/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	199 BAY STREET		
Internal Address:	11TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	ON M5L 1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3542404	TECHNOLOGY-AS-A-SERVICE	
Serial Number:	87716394	MSPWORX	
CORRESPONDENCE DATA			
Fax Number:	9733257467		
<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:	9737364600		
Email:	trademarks@lawfirm.ms		
Correspondent Name:	Joel G. MacMull Esq.		
Address Line 1:	3 Becker Farm Road		
Address Line 2:	Suite 105		
Address Line 4:	Roseland, NEW JERSEY 07068		
NAME OF SUBMITTER:	JOEL G. MACMULL, ESQ.		
SIGNATURE:	/Joel G. MacMull/		
DATE SIGNED:	12/14/2018		
Total Attachments: 7			
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**ACKNOWLEDGEMENT OF
INTELLECTUAL PROPERTY COLLATERAL LIEN**

THIS ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN (this "Acknowledgement"), dated as of December 10, 2018 is made by CAREWORX CORPORATION, a Canadian corporation ("Grantor") with an address of 800-515 Legget Drive, Ottawa, Ontario, K2K 3G4, in favor of CANADIAN IMPERIAL BANK OF COMMERCE ("Lender"), with an address of 199 Bay Street, 11th Floor, Toronto, ON M5L 1A2.

WITNESSETH:

WHEREAS, Grantor, as successor of TUC Brands Ltd., has executed that certain Security Agreement dated as of February 4, 2016 (as such agreement is from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"), in favor of Lender, as assignee of WF Fund V Limited Partnership ("WF") pursuant to an assignment agreement effective January 5, 2018 (the "Assignment");

WHEREAS, pursuant to the Security Agreement, the Grantor granted to WF certain liens on Grantor's assets, including its Intellectual Property Collateral (as hereinafter defined);

WHEREAS, pursuant to the Assignment and as permitted by the terms of the Security Agreement, WF assigned, among other things, its security interest in the Intellectual Property Collateral to Lender; and

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

(a) When used in this Agreement the following terms shall have the following meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

"Copyright License" means rights under any written agreement now owned or hereafter acquired by any Person granting the right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by any Person: (i) all copyrights in any original work of authorship fixed in any tangible medium of expression, now known or later developed, all registrations and applications for registration of any such copyrights in the United States or any other country, including registrations, recordings and applications, and supplemental registrations, recordings, and applications in the United States Copyright Office; and (ii) all Proceeds of the foregoing, including license royalties and proceeds of infringement suits, the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof.

“Patents” means all of the following in which any Person now holds or hereafter acquires any interest: (i) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country; and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

“Patent License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right with respect to any invention on which a Patent is in existence.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Person granting any right to use any Trademark or Trademark registration.

“Trademarks” means all of the following now owned or hereafter adopted or acquired by any Person: (i) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or Territory thereof, or any other country or any political subdivision thereof, (ii) all reissues, extensions or renewals thereof; and (iii) all goodwill associated with or symbolized by any of the foregoing.

Section 2. REAFFIRMATION OF GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Secured Obligations now or hereafter existing from time to time, Grantor hereby reaffirms its pledge and grant to the Lender of a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Intellectual Property Collateral”):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. ACKNOWLEDGEMENT. The security interests reaffirmed herein are granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property 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.

Section 4. RECORDATION. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, the Register of Copyrights, and any other government officials to record and register this Acknowledgement upon request by the Lender.

Section 5. SUCCESSORS AND ASSIGNS. This Acknowledgement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

Section 6. EXECUTION IN COUNTERPARTS. This Acknowledgement 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 Acknowledgement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Acknowledgement.

Section 7. GOVERNING LAW. This IP Security 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Grantor has caused this Acknowledgement of Intellectual Property Collateral Lien to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

CAREWORK CORPORATION

By: [Signature]
Name: Mark Scott
Title: President

ACCEPTED and ACKNOWLEDGED:

CANADIAN IMPERIAL BANK OF
COMMERCE

By: [Signature]
Name: [Signature]
Title: [Signature]

By: _____
Name: _____
Title: _____

SCHEDULE 1
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None Applicable.

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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None Applicable.

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None Applicable.

SCHEDULE II
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
TECHNOLOGY-AS-A-SERVICE	3542404	12/09/2008

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>
MSPWORX	87716394	12/11/17

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None Applicable.

SCHEDULE III
to
ACKNOWLEDGMENT OF INTELLECTUAL PROPERTY COLLATERAL LIEN

1. COPYRIGHT REGISTRATIONS

Copyright _____ Reg. No. _____ Date _____

None Applicable

2. COPYRIGHT APPLICATIONS

Copyright _____ Application No. _____ Date _____

None Applicable

3. COPYRIGHT LICENSES

Name of Agreement _____ Date of Agreement _____ Parties _____

None Applicable