

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509166

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Field Diagnostic Services, Inc.		01/22/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flow Capital Corp.		
<b>Street Address:</b>	1 ADELAIDE STREET EAST, SUITE 3002 PO BOX 171		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	M5C 2V9		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	75281276	ACRX	
<b>Serial Number:</b>	75281278	VIRTUAL MECHANIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	8059630755		
<b>Email:</b>	mdepaco@gmail.com		
<b>Correspondent Name:</b>	Mark DePaco		
<b>Address Line 1:</b>	222 East Carrillo Street, 4th floor		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Mark DePaco, Fell Marking LLP		
<b>Address Line 1:</b>	222 East Carrillo Street, 4th floor		
<b>Address Line 4:</b>	Santa Barbara, CALIFORNIA 93101		
<b>NAME OF SUBMITTER:</b>	MARK DEPACO		
<b>SIGNATURE:</b>	/MAD/		
<b>DATE SIGNED:</b>	02/07/2019		
<b>Total Attachments: 4</b>			

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into this 22<sup>nd</sup> day of January, 2019 (the "Trademark Security Agreement") by and between FIELD DIAGNOSTIC SERVICES, INC., a Delaware corporation with its principal place of business at 580 California Street, 12th Floor, San Francisco, CA 94104 (the "Grantor") and FLOW CAPITAL CORP., with its principal place of business at 1 Adelaide Street East, Suite 3002, PO Box 171, Toronto, Ontario, Canada M5C 2V9 (the "Grantee").

### RECITALS

This Trademark Security Agreement is a supplement to that certain General Security Agreement, dated as of January 22, 2019, by and between the Grantor, one or more affiliates of Grantor and Grantee (the "Security Agreement").

All capitalized terms not defined herein shall have the definitions ascribed to them in the Security Agreement, and are incorporated herein by reference. If there is a conflict between the definitions, terms or provisions of this Trademark Security Agreement and the Security Agreement, the definitions, terms or provisions of the Security Agreement shall control.

This Trademark Security Agreement is executed for the purpose of filing a short form security agreement in the United States Patent and Trademark Office (the "USPTO") and/or the US Copyright Office, which sets forth the Grantor's pledge of its intellectual property as security for the Secured Obligations the Grantor owes the Grantee as set forth in the Security Agreement.

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

### GRANT OF SECURITY INTEREST

To secure payment and performance of the Secured Obligations, the Grantor hereby grants to the Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

- (i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and
- (ii) all products and proceeds of the foregoing, including without limitation, any claim by the Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of the page is blank. Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

GRANTOR:  
Field Diagnostic Services, Inc.

*Michael Sicuro*  
Michael Sicuro  
Its President

GRANTEE:  
Flow Capital Corp.

*Donnacha Rahill*  
Donnacha Rahill  
Its Chief Financial Officer

[Signature page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be duly executed as of the day and year first above written.

**GRANTOR:**

Field Diagnostic Services, Inc.

\_\_\_\_\_  
Michael Sicuro  
Its President

**GRANTEE:**

Flow Capital Corp.

DocuSigned by:  
  
\_\_\_\_\_  
~~Donnacha Kallil~~  
Its Chief Financial Officer

[Signature page to Trademark Security Agreement]

Schedule 1

List of Trademarks

US Trademarks Registrations

Mark: ACRx (Standard Character Mark)  
Serial No.: 75281276  
Registration Date: September 25, 2001

Mark: Virtual Mechanic (Standard Character Mark)  
Serial No.: 75281278  
Registration Date: May 2, 2000