

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509171

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Universal mCloud USA Corp		01/22/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Flow Capital Corp.		
Street Address:	1 ADELAIDE STREET EAST, SUITE 3002 PO BOX 171		
City:	TORONTO		
State/Country:	CALIFORNIA		
Postal Code:	M5C 2V9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	88146890	MCLOUD CONNECT	
Serial Number:	87327512	ASSETCARE	
Serial Number:	87327483	ASSET CIRCLE OF CARE	
Serial Number:	87327435	MCLOUD CORP	
Serial Number:	87327278	MCLOUD CORP	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8059630755		
Email:	mdepaco@fmam.com		
Correspondent Name:	Mark DePaco, Fell Marking LLP		
Address Line 1:	222 East Carrillo Street, 4th floor		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
DOMESTIC REPRESENTATIVE			
Name:	Mark DePaco, Fell Marking LLP		
Address Line 1:	222 East Carrillo Street, 4th floor		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	MARK DEPACO		

OP \$140.00 88146890

SIGNATURE:	/MAD/
DATE SIGNED:	02/07/2019
Total Attachments: 4 source=Universal mCloud_TM_Assignment#page1.tif source=Universal mCloud_TM_Assignment#page2.tif source=Universal mCloud_TM_Assignment#page3.tif source=Universal mCloud_TM_Assignment#page4.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement is entered into this 22nd day of January, 2019 (the "Trademark Security Agreement") by and between Universal mCloud USA Corp., a Delaware corporation, as successor in interest of mCloud Corp., 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 __, 2019, by and between the Grantor, one or more affiliates of the Grantor and the 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, 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:
Universal mCloud USA Corp.

Russel McMeekin

Russel McMeekin
Its Chief Executive Officer

GRANTEE:
Flow Capital Corp.

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:

Universal mCloud USA Corp.

Russel McMeekin
Its Chief Executive Officer

GRANTEE:

Flow Capital Corp.

DocuSigned by:
Donnacha Rahill

Donnacha Rahill
Its Chief Financial Officer

[Signature page to Trademark Security Agreement]

Schedule 1

List of Trademarks

US Trademarks Registrations:

Mark: mCloud Connect (Standard Character Mark)
Serial No.: 88146890
Filing Date: October 8, 2018

Mark: AssetCare (Standard Character Mark)
Serial No.: 87327512
Registration Date: November 14, 2017

Mark: Asset Circle of Care (Standard Character Mark)
Serial No.: 87327483
Registration Date: November 14, 2017

Mark: M CLOUD CORP (DESIGN PLUS WORDS, LETTERS, AND/OR NUMBERS)
Serial No.: 87327435
Registration Date: November 14, 2017

Mark: M CLOUD CORP (STANDARD CHARACTER MARK)
Serial No.: 87327278
Registration Date: November 14, 2017