

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583742

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vision Critical Communications Inc.		06/29/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	SILICON VALLEY BANK		
Street Address:	3003 TASMAN DRIVE		
City:	SANTA CLARA		
State/Country:	CALIFORNIA		
Postal Code:	95054		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86071922	BERA	
Serial Number:	85223088	SPARQ	
Serial Number:	77377161	VISION CRITICAL	
Serial Number:	77377158	VISIONCRITICAL	
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:	(619) 699-2708		
Email:	christian.cruz@us.dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	401 B Street		
Address Line 2:	Suite 1700		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Matt Schwartz		
SIGNATURE:	/s/ Matt Schwartz		
DATE SIGNED:	06/30/2020		
Total Attachments: 9			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of the 29th day of June, 2020, by and between **SILICON VALLEY BANK**, a California corporation ("Bank") and **VISION CRITICAL COMMUNICATIONS INC.**, a Corporation organized under the laws of the federal laws of Canada ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor and **VISION CRITICAL (US) INC.**, a Delaware corporation, dated as of December 21, 2017 (as the same may be amended, modified or supplemented from time to time, including, without limitation, by that certain by that certain First Amendment to Loan and Security Agreement dated as of July 23, 2018, that certain Second Amendment to Loan and Security Agreement dated as of June 14, 2019, that certain Deferral Agreement dated as of April 6, 2020, that certain Default Waiver and Third Amendment to Loan and Security Agreement dated as of May 13, 2019, and that certain Consent and Fourth Amendment to Loan and Security Agreement dated as of the date hereof, collectively, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to the Grantor, but only upon the condition, among others, that Grantor shall grant to Bank, a security interest in its Intellectual Property Collateral (as defined below) to secure its obligations.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure its obligations to the Bank, the Grantor grants and pledges to the Bank a continuing security interest in all of Grantor's right, title and interest in, to and under its intellectual property (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");

(b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held;

(c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

(d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Exhibit B attached hereto (collectively, the "Patents");

(e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

(f) All industrial designs, whether registered or unregistered, industrial design applications and like protections including without limitation the industrial design and industrial design applications set forth on Exhibit D (collectively, the "Industrial Designs");

(g) All mask works or similar rights available for the protection of integrated circuit topographies, now owned or hereafter acquired, including, without limitation those set forth on Exhibit E attached hereto (collectively, the "Mask Works");

(h) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

(i) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, Industrial Designs or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(j) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Industrial Designs or Mask Works; and

(k) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation. Grantor authorizes the Canadian Intellectual Property Office, United States Patent and Trademark Office, the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other government officials to record and register this Agreement upon request by Bank .

3. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate

original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

4. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated herein by reference. The provisions of the Loan Agreement shall supersede and have control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies. This Agreement and the security interest granted herein shall automatically terminate when the Loan Documents are terminated, and Bank has no further obligations to extend Credit Extensions to Borrower under the Loan Agreement.

5. Execution in Counterparts. This Agreement 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 Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

6. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

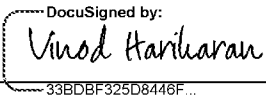
7. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

**VISION CRITICAL COMMUNICATIONS
INC.**

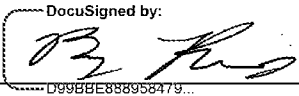
By:  33BDBF325D8446F...

Name: Vinod Hariharan

Title: Chief Financial Officer

BANK:

SILICON VALLEY BANK

By:  D998BE888958479...

Name: Ryan Kirschling

Title: Managing Director

EXHIBIT A

Copyrights

Nil.

EXHIBIT B

Patents

Owner	Patent / Patent Application	Patent No. / Application No.	Issue Date / Application Date
Vision Critical Communications Inc.	System and method of providing interactive data analysis with varying subjective parameters.	8,031,195	10-4-2011

US Patent No. 8,031,195 was assigned to Vision Critical Communications Inc. by Assignment dated April 14, 2008. It has come to our attention that the named assignee was Vision Critical, Inc., despite the Assignment being executed by an officer of Vision Critical Communications Inc. and identifying information of the assignee being information of Vision Critical Communications Inc. The mutual intent of the parties was to assign title to Vision Critical Communications Inc., and Vision Critical, Inc. does not and has never existed. If necessary, steps will be taken to clarify that Vision Critical Communications Inc. is the legal and beneficial owner of title to US Patent No. 8,031,195.

EXHIBIT C

Trademarks

US Trademarks:

<u>Description</u>	<u>Serial Number</u>	<u>Filing Date</u>
BERA (U.S.)	86/071,922	31-Jan-2017
SPARQ (U.S.)	85/223,088	06-Mar-2022
VISION CRITICAL (U.S.)	77/377,161	28-Jun-2021
VISIONCRITICAL (U.S.)	77/377,158	28-Jun-2021

Canadian Trademarks:

<u>Description</u>	<u>Application Number</u>	<u>Owner</u>
COLLECTIVE WISDOM STARTS HERE	1,653,022	Vision Critical Communications Inc.
PRESSLY	1,568,877	Vision Critical Communications Inc.
SPARQ	1,511,742	Vision Critical Communications Inc.
VISION CRITICAL	1,379,865	Vision Critical Communications Inc.
VISION CRITICAL INSIGHT COMMUNITIES	1,628,292	Vision Critical Communications Inc.
VISION CRITICAL INSIGHT COMMUNITY	1,628,288	Vision Critical Communications Inc.
VISIONCRITICAL	1,379,881	Vision Critical Communications Inc.
VISIONCRITICAL & Design	1,380,150	Vision Critical Communications Inc.
BERA	1643400	Vision Critical Communications Inc.

EXHIBIT D

Industrial Designs

Nil.

EXHIBIT E

Mask Works

Nil.

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