

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM587755

|   |  |                       |                      |
|---|--|-----------------------|----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                           |                       |                      |
| <b>NATURE OF CONVEYANCE:</b>  | INTELLECTUAL PROPERTY SECURITY AGREEMENT |                       |                      |
| <b>CONVEYING PARTY DATA</b>   |  |                       |                      |
| <b>Name</b>   | <b>Formerly</b>                          | <b>Execution Date</b> | <b>Entity Type</b>   |
| EXACT IMAGING INC.  |  | 07/21/2020            | Corporation: ONTARIO |
| <b>RECEIVING PARTY DATA</b>   |  |                       |                      |
| <b>Name:</b>  | SILICON VALLEY BANK                      |                       |                      |
| <b>Street Address:</b>  | 275 Grove Street                         |                       |                      |
| <b>Internal Address:</b>  | Suite 2-200                              |                       |                      |
| <b>City:</b>  | Newton                                   |                       |                      |
| <b>State/Country:</b>   | MASSACHUSETTS                            |                       |                      |
| <b>Postal Code:</b>   | 02466                                    |                       |                      |
| <b>Entity Type:</b>   | Corporation: CALIFORNIA                  |                       |                      |
| <b>PROPERTY NUMBERS Total: 3</b>  |  |                       |                      |
| <b>Property Type</b>  | <b>Number</b>                            | <b>Word Mark</b>      |                      |
| <b>Registration Number:</b>   | 5516461                                  | EXACT IMAGING         |                      |
| <b>Registration Number:</b>   | 5516460                                  | EXACTVU               |                      |
| <b>Registration Number:</b>   | 5841979                                  | PRI-MUS               |                      |
| <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>   | 800-494-5225                             |                       |                      |
| <b>Email:</b>   | ipteam@coagencyglobal.com                |                       |                      |
| <b>Correspondent Name:</b>  | Stewart Walsh                            |                       |                      |
| <b>Address Line 1:</b>  | 1025 Vermont Ave NW, Suite 1130          |                       |                      |
| <b>Address Line 2:</b>  | COGENCY GLOBAL Inc.                      |                       |                      |
| <b>Address Line 4:</b>  | Washington, D.C. 20005                   |                       |                      |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1245708 TM                               |                       |                      |
| <b>NAME OF SUBMITTER:</b>   | Sarah Mackin                             |                       |                      |
| <b>SIGNATURE:</b>   | /Sarah Mackin/                           |                       |                      |
| <b>DATE SIGNED:</b>   | 07/21/2020                               |                       |                      |
| <b>Total Attachments: 11</b>  |  |                       |                      |

OP \$90.00 5516461

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”) is entered into as of the 21st day of July, 2020, by and between **SILICON VALLEY BANK**, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200 Newton, Massachusetts 02466 (“Bank”) and **EXACT IMAGING INC.**, a Corporation organized under the laws of the Province of Ontario with its principal place of business located at 7676 Woodbine Avenue, Unit 15, Markham, Ontario L3R 2N2. (“Grantor”).

### RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank, Grantor, and **EXACT IMAGING INC.**, a Delaware corporation dated as of June 27, 2017, as further amended by that certain First Amendment to Loan and Security Agreement dated as of the date hereof (as the same may be further amended, modified or supplemented from time to time, the “Loan Agreement”). Unless otherwise specified, capitalized terms used herein are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to the Borrower, 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 the 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 Grantor's obligations to Bank, Grantor grants and pledges to 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.

Notwithstanding anything to the contrary herein, the Intellectual Property Collateral shall not include any United States intent-to-use trademark or service mark applications filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, at all times prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto with the United States Patent and Trademark Office or otherwise.

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. Each party hereto may execute this Agreement by electronic means and recognizes and accepts the use of electronic signatures and records by any other party hereto in connection with the execution and storage hereof.

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:**

**EXACT IMAGING INC.**

DocuSigned by:  
*Randy AuCoin*  
E007F83B4CAE46D

By: Randy AuCoin

Title: Chief Executive Officer

**BANK:**

**SILICON VALLEY BANK**

DocuSigned by:  
*John Lapides*  
82D0170A00D4490

By: John Lapides

Title: Vice President

EXHIBIT A

Copyrights

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT B

## Patents

| Country          | Title   | App. #             | Filing Date | Status    |
|------------------|---|--------------------|-------------|-----------|
| CA               | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | 2946691            | 4/20/2015   | Pending   |
| EPO              | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | 15782735.3         | 4/20/2015   | Issued    |
| DE               | MEDIZINISCHE BILDVERARBEITUNGSSYSTEME UND VERFAHREN DAFÜR                         | 15782735.3         | 4/20/2015   | Issued    |
| FR               | SYSTÈMES DE TRAITEMENT D'IMAGE MÉDICALE, ET LEURS PROCÉDÉS                        | 15782735.3         | 4/20/2015   | Issued    |
| GB               | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | 15782735.3         | 4/20/2015   | Issued    |
| US (Provisional) | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | 61/983,033         | 4/23/2014   | Expired   |
| US               | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | 15/305,841         | 4/20/2015   | Issued    |
| WIPO             | MEDICAL IMAGE PROCESSING SYSTEMS AND METHODS THEREOF                              | PCT/IB2015/05288 2 | 4/20/2015   | Expired   |
| CA               | MEDICAL-IMAGING SYSTEM AND METHOD THEREOF   | 2948102            | 5/11/2015   | Pending   |
| EPO              | MEDICAL-IMAGING SYSTEM AND METHOD THEREOF   | 15793496.9         | 5/11/2015   | Pending   |
| US (Provisional) | MEDICAL-IMAGING SYSTEM AND METHOD THEREOF   | 61/991,899         | 5/12/2014   | Expired   |
| US               | MEDICAL-IMAGING SYSTEM AND METHOD THEREOF   | 15/309,847         | 5/11/2015   | Published |
| WIPO             | MEDICAL-IMAGING SYSTEM AND METHOD THEREOF   | PCT/IB2015/053458  | 5/11/2015   | Expired   |
| CA               | A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES | 3004657            | 11/10/2016  | Pending   |
| EPO              | A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES | 16863276.8         | 11/10/2016  | Published |



| Country             | Title   | App. #                 | Filing Date | Status    |
|---------------------|---|------------------------|-------------|-----------|
| US<br>(Provisional) | SYSTEM AND METHOD FOR TRAINING A CLASSIFIER USING FEATURES IN HIGH-RESOLUTION ULTRASOUND IMAGES | 62/253,310             | 11/10/2015  | Expired   |
| US                  | A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES               | 15/775,216             | 11/10/2016  | Published |
| WIPO                | A SYSTEM COMPRISING INDICATOR FEATURES IN HIGH-RESOLUTION MICRO-ULTRASOUND IMAGES               | PCT/CA2016/0<br>513 13 | 11/10/2016  | Expired   |
| CA                  | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 3038573                | 09/29/2017  | Pending   |
| CN                  | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 201780059704.8         | 09/29/2017  | Pending   |
| EP                  | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 17854297.3             | 09/29/2017  | Pending   |
| JP                  | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 2019-517964            | 09/29/2017  | Pending   |
| US<br>(Provisional) | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 62/401,350             | 9/29/2016   | Expired   |
| US                  | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | 16/338,113             | 09/29/2017  | Published |
| WIPO                | SIGNAL PROCESSING PATHWAY FOR AN ULTRASONIC IMAGING DEVICE                                      | PCT/CA2017/0<br>51155  | 2017-09-29  | Expired   |
| CA                  | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM                    | 3057174                | 2018-03-20  | Pending   |

| Country             | Title  | App. #                | Filing Date | Status            |
|---------------------|--|-----------------------|-------------|-------------------|
| CN                  | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM | 201880018889<br>.2    | 2018-03-20  | Pending           |
| EP                  | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM | 18771807.7            | 2018-03-20  | Pending           |
| JP                  | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM | 2020-500931           | 2018-03-20  | Pending           |
| US<br>(Provisional) | ULTRASOUND IMAGING DEVICE  | 62/473,874            | 2017-03-20  | Expired           |
| US                  | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM | 16/495,923            | 2018-03-20  | Pending           |
| WIPO                | METHOD AND SYSTEM FOR VISUALLY ASSISTING AN OPERATOR OF AN ULTRASOUND SYSTEM | PCT/CA2018/0<br>50336 | 2018-03-20  | Expired           |
| WIPO                | NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER                              | PCT/CA2020/0<br>50339 | 2020-03-13  | Pending           |
| US<br>(Provisional) | NEEDLEGUIDE FOR AN ANGLED ENDOCAVITY TRANSDUCER                              | 62/817,684            | 2019-03-13  | Expired           |
| WIPO                | MICRO-ULTRASOUND PERFUSION IMAGING   |                       |             | Intention to File |
| US<br>(Provisional) | MICRO-ULTRASOUND PERFUSION IMAGING   | 62/878,126            | 2019-07-24  | Pending           |

EXHIBIT C

## Trademarks

## US Trademarks:

| <u>Description</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Filing Date</u> |
|--------------------|------------------------|-------------------------|--------------------|
| EXACT IMAGING      | 87072626               | 5,516,461               | 2016-06-15         |
| EXACTVU            | 87072572               | 5,516,460               | 2016-06-15         |
| PRI-MUS            | 87072537               | 5,841,979               | 2016-06-15         |
| FUSIONVU           |                        |                         | Intention to File  |

## Canadian Trademarks:

| <u>Description</u> | <u>Application No.</u> | <u>Registration No.</u> | <u>Filing Date</u> | <u>Owner</u>       |
|--------------------|------------------------|-------------------------|--------------------|--------------------|
| EXACT IMAGING      | 1759845                | TMA975149               | 2015-12-16         | Exact Imaging Inc. |
| EXACTVU            | 1759846                | TMA975157               | 2015-12-16         | Exact Imaging Inc. |
| PRI-MUS            | 1759847                | TMA1002840              | 2015-12-16         | Exact Imaging Inc. |
| FUSIONVU           |                        |                         | Intention to File  | Exact Imaging Inc. |

EXHIBIT D

Industrial Designs

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None

EXHIBIT E

Mask Works

Description

Registration/  
Application  
Number

Registration/  
Application  
Date

None