

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638552

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCI LTD.		03/15/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	200 BAY STREET, SUITE 2210, SOUTH TOWER, ROYAL BANK PLAZA, PO BOX 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	90295415	TAQ AUTOMOTIVE INTELLIGENCE	
Serial Number:	90293503	TAQ AUTOMOTIVE INTELLIGENCE	
Serial Number:	90293410	TAQ	
Serial Number:	90293464	TAQ AI	
Registration Number:	5847964	SCI ONE	
Registration Number:	4906941	PORTFOLIODRIVER	
Registration Number:	5830815	SCI LEARNING HUB	
Registration Number:	4876696	ANALYTICSDRIVER	
Registration Number:	4542303	SCI	
Registration Number:	4586677	ANALYTICDRIVER	
Registration Number:	4702109	LANEDRIVER	
Registration Number:	4702108	SCI247	
Registration Number:	4702107	RESPONSEDRIVER	
Registration Number:	4345078	SCIMARKETVIEW	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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>			

OP \$365.00 90295415

Phone: 4168657152
Email: sharon.groom@mcmillan.ca
Correspondent Name: McMillan LLP
Address Line 1: 181 Bay Street, Suite 4400
Address Line 4: Toronto, CANADA M5J 2T3

NAME OF SUBMITTER: Sharon Groom

SIGNATURE: /SEG/

DATE SIGNED: 04/12/2021

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(SCI Ltd.)**

This Intellectual Property Security Agreement is entered into as of March 15th 2021 (as the same may from time to time be amended, restated, modified or supplemented, this "Agreement") by and between **SCI LTD.**, a company organized under laws of Ontario ("Grantor") and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. 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 Agreement by and between Bank and Grantor made as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented, the "Loan Agreement").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by Grantor in favor of Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security 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 including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise. All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

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 its obligations under the Loan Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, 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 re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and any of the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

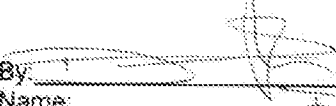
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and/or Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

GRANTOR:

SCI LTD.

By: 
Name: D. Reynolds
Title: CFO

BANK:

COMERICA BANK

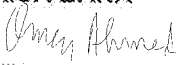
By: 
Name: Omer Ahmed
Title: VP TLS Division

EXHIBIT A

Copyrights

NIL

EXHIBIT B

Patents

CANADIAN PATENTS

Applicant	Owner	Patent	Application/ Registration No.
SCI LIMITED	SCI LIMITED	EVALUATION AND TRAINING FOR ONLINE VEHICLE REQUEST AND RESPONSE MESSAGING	2934021
SCI LIMITED	SCI LIMITED	EVALUATION AND TRAINING FOR ONLINE FINANCIAL SERVICES PRODUCT REQUEST AND RESPONSE MESSAGING	2934019

UNITED STATES PATENTS

Assignee	Description	Status	Application / Registration No.
SCI Limited	Evaluation and training for online vehicle request and response messaging	Patented Case	10,453,109
SCI Limited	Evaluation and training for online financial services product request and response messaging	Patented Case	10,089,672

EXHIBIT C

Trademarks

CANADIAN TRADEMARKS

Owner	Trademark	Application No.	Registration No.
SCI LTD.	LOCATION SCI	1749213	TMA1018875
SCI LTD.	PLAN USURE+ DE SCI	1824313	TMA999677
SCI LTD.	SCI ONE	1809637	TMA1019423
SCI LTD.	SCI LEARNING HUB	1752009	TMA1019432
SCI LTD.	SCI ELOT	1863312	TMA1019443
SCI LTD.	SCI LEASE CORP.	1746443	TMA1006096
SCI LTD.	SCI CARCARE EWT	1824312	TMA999515
SCI LTD.	ANALYTICDRIVER	1547601	TMA875438
SCI LTD.	RESPONSEDRIVER	1609958	TMA875493
SCI LTD.	SCIMarketview	1547599	TMA838048
SCI LTD.	ERPM	1389268	TMA771058
SCI LTD.	PORTFOLIODRIVER	1659011	TMA916105
SCI LTD.	ANALYTICSDRIVER	1678643	TMA909236
SCI LTD.	LANEDRIVER	1609960	TMA875496
SCI LTD.	SCI247	1609963	TMA875498
SCI LTD.	SCI	1633115	TMA870226
SCI LTD.	MailDRIVER	1647602	TMA838024
SCI LTD.	CAMPAIGNDRIVER	1425449	TMA804318
SCI LTD.	ENTERPRISE RETAIL PROCESS MANAGEMENT	1389267	TMA784236
SCI LTD.	TORQUE	1288438	TMA720107
SCI LTD.	TAQ	2030449	
SCI LTD.	TAQ AI	2030452	
SCI LTD.	TAQ AUTOMOTIVE INTELLIGENCE	2030453	
SCI LTD.	TAQ AUTOMOTIVE INTELLIGENCE & Design	2030621	

UNITED STATES TRADEMARKS

Owner	Trademark	Serial / Registration No.
SCI Ltd.	TAQ AUTOMOTIVE INTELLIGENCE (Design)	90295415
SCI Ltd.	TAQ AUTOMOTIVE INTELLIGENCE	90293503
SCI Ltd.	TAQ	90293410
SCI Ltd.	TAQ AI	90293464
SCI Ltd.	SCI ONE	5847964
SCI Ltd.	PORTFOLIODRIVER	4906941
SCI Ltd.	SCI LEARNING HUB	5830815
SCI Ltd.	ANALYTICSDRIVER	4876696
SCI Ltd.	SCI	4542303
SCI Ltd.	ANALYTICDRIVER	4586677

SCI Ltd.	LANEDRIVER	4702109
SCI Ltd.	SCI247	4702108
SCI Ltd.	RESPONSEDRIVER	4702107
SCI Ltd.	SCIMARKETVIEW	4345078

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