

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713433

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUPERNA INC.		03/08/2022	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Bain Capital Credit, LP, as Collateral Agent		
Street Address:	200 Clarendon Street		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02118		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3044728	SUPERNA	
Registration Number:	5410776	SUPERNA	
Registration Number:	5117649	SUPERNA EYEGLASS	
Registration Number:	5922164	DR DAVE	
Registration Number:	5744375	DR DAVE	
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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2011507-0002		
NAME OF SUBMITTER:	Sara M. Bauer		
SIGNATURE:	/sara bauer/		
DATE SIGNED:	03/10/2022		

OP \$140.00 3044728

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of March 8, 2022, (this “**Agreement**”), by SUPERNA INC. (the “**Grantor**”) in favor of Bain Capital Credit, LP (“**Bain**”), as collateral agent (in such capacity, the “**Collateral Agent**”) for the Secured Parties.

Reference is made to that certain Canadian Pledge and Security Agreement, dated as of March 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “**Canadian Security Agreement**”), among the Grantors party thereto and the Collateral Agent. The Lenders (as defined below) have extended credit to the Borrower (as defined in the Credit Agreement, dated as of March 5, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified and in effect on the date hereof, the “**Credit Agreement**”), by and among Lightweight Intermediate Holdco, Inc., a corporation formed under the laws of the Province of British Columbia (“**Holdings**”), Featherweight Acquireco, Inc., a corporation formed under the laws of the Province of British Columbia (“**AcquireCo**”), as the initial Borrower, Superna Inc., a corporation existing under the laws of the Province of British Columbia (“**Superna**”), as the Borrower following the Amalgamation, the other Subsidiaries of Holdings from time to time party thereto as Subsidiary Guarantors, the Lenders from time to time party thereto and Bain, in its capacities as administrative agent and collateral agent for the Secured Parties (in such capacities, the “**Administrative Agent**”). Consistent with the requirements set forth in Sections 4.01 and 5.11 of the Credit Agreement and Section 4.03(c) of the Canadian Security Agreement, the parties hereto agree as follows:

SECTION 1. *Terms*. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Canadian Security Agreement.

SECTION 2. *Grant of Security Interest*. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Canadian Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Collateral Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “IP Collateral”):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, listed on Schedule I hereto;

B. all Patents, including the Patent registrations and pending applications in the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. *Canadian Security Agreement.* The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Canadian Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the IP Collateral are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Canadian Security Agreement, the terms of the Canadian Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Signature Page Follows]

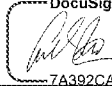
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SUPERNA INC.

DocuSigned by:
Adi Filipovic
By: _____
Name: Adi Filipovic
Title: Vice President

**BAIN CAPITAL CREDIT, LP, as Collateral
Agent**

DocuSigned by:



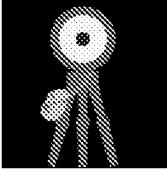
By: _____
7A392CAC4860442

Name: Andrew S. Viens

Title: Managing Director & Global Head of Operations

SCHEDULE I

#	Country	Trademark	Status	App./Reg. No.	Class(es)	Owner
1	Canada	SUPERNA	Registered, February 15, 2005	RN: TMA632750 SN: 1194361	35, 38	Superna Inc.
2	Canada	SUPERNA	Registered, February 14, 2019	RN: TMA1015131 SN: 1831534	9, 41, 42	Superna Inc.
3	United States	SUPERNA	Registered, January 17, 2006	RN: 3,044,728 SN: 78/409,501	35, 38	Superna Inc.
4	United States	SUPERNA	Registered, February 27, 2018	RN: 5,410,776 SN: 87/403,242	9, 41, 42	Superna Inc.
5	Canada	EYEGLASS	Registered, June 2, 2016	RN: TMA939534 SN: 1729195	9	Superna Inc.
6	United States	SUPERNA EYEGLASS	Registered, January 10, 2017	RN: 5,117,649 SN: 86/922,674	9	Superna Inc.
7	United States	DR DAVE 	Registered, November 26, 2019	RN: 5,922,164 SN: 88/099,772	25	Superna Inc.

#	Country	Trademark	Status	App./Reg. No.	Class(es)	Owner
8	United States	DR DAVE 	Registered, May 7, 2019	RN: 5,744,375 SN: 88/099,790	9, 42	Superna Inc.

SCHEDULE II

#	App. Serial Number	Title	Filing Date	Patent No./ Publication	Issue Date/ Publication	Status	Country
1	14/850,408	SYSTEM AND METHOD FOR CREATING A TRUSTED CLOUD SECURITY ARCHITECTURE	9/10/2015	9,794,224	10/17/2017	Issued	US
2	13/721,813	KEY ENCRYPTION SYSTEM, METHOD, AND NETWORK DEVICES	12/20/2012	9,584,485	2/28/2017	Issued	US
3	2,903,649	SYSTEM AND METHOD FOR CREATING A TRUSTED CLOUD SECURITY ARCHITECTURE	9/10/2015	N/A	N/A	In prosecution; response to first Office Action filed 6/30/2021	CA
4	2,923,068	METHOD AND SYSTEM FOR METADATA SYNCHRONIZATION	3/7/2016	N/A	N/A	In prosecution; response to first Office Action filed 9/16/2021	CA

SCHEDULE III

#	Copyright Reg. Number	Title	Type of Work	Registration Date	Status	Country
1	TX0008934842	Superna Eyeglass Service Description	Text	1/9/2021	Active	US
2	TX0008934844	Eyeglass Service Description - Audit Best Practices	Text	1/9/2021	Active	US
3	TX0008934463	AirGap Design and Implementation Service Description	Text	1/9/2021	Active	US
4	TX0008934462	Superna Eyeglass Service Description - Design and Implementation	Text	1/9/2021	Active	US
5	TXu002234264	Superna Eyeglass DR Quick Start and Design and Implementation Service Report for Customers	Text	1/9/2021	Active	US
6	TXu002234264	Superna Eyeglass Easy Auditor Auditing Best Practices	Text	1/9/2021	Active	US
7	TXu002238971	Eyeglass Instructor Led Training	Text	1/9/2021	Active	US
8	TXu002056998	Superna Eyeglass	Computer File	8/23/2017	Active	US
9	TXu002030965	CloudSIM	Computer File	5/10/2017	Active	US

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