

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Medfar International Inc.		08/19/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BDC CAPITAL INC.		
Street Address:	5 Place Ville-Marie, Suite 100		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	6007379	COMTRON	
Registration Number:	6017837	MEDGEN	
Registration Number:	6013036	LABGEN PORTAL	
Registration Number:	6013034	LABGEN	
Registration Number:	6279707	MYLE	
Registration Number:	6007818	MEDGEN	
Registration Number:	6007381	LG LABGEN	
Registration Number:	6007318	COMTRON	
CORRESPONDENCE DATA			
Fax Number:	7136515246		
<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:	713-651-5151		
Email:	aoipdocket@nortonrosefulbright.com		
Correspondent Name:	Andrea K. Shannon		
Address Line 1:	1301 McKinney St, Suite 5100		
Address Line 4:	Houston, TEXAS 77010		
ATTORNEY DOCKET NUMBER:	1001193248		
NAME OF SUBMITTER:	Andrea K. Shannon		

OP \$215.00 6007379

SIGNATURE:	/Andrea K. Shannon/
DATE SIGNED:	08/29/2022
Total Attachments: 7 source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page1.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page2.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page3.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page4.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page5.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page6.tif source=BDCC-Medfar - IP Security Agreement (EXECUTED)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of August¹⁹, 2022 is made by and between MEDFAR International Inc. (the “**Grantor**”) in favor of BDC CAPITAL INC. (the “**Lender**”), as Lender under the Loan Agreement referred to below (the “**Secured Parties**”).

WHEREAS, the Grantor and the Lender have, in connection with the execution and delivery of this Agreement, entered into that certain letter of offer of financing dated July 19, 2022, and accepted on July 22, 2022 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”).

WHEREAS, as a condition precedent to the making of the loans by the Lenders under the Loan Agreement, the Grantor has executed and delivered to the Lender that certain deed of hypothec dated as of June 28, 2022, made by and between the Grantor and the Lender (the “**Security Agreement**”).

2. WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, for the benefit of the Lender, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with governmental authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

3. NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Grant of Security. The Grantor hereby pledges and grants to the Lender for the ratable benefit of the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

the copyright registrations, applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule 3 hereto, and all extensions and renewals thereof (the “**Copyrights**”);

all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights, and any other government officials to record and register this IP Security Agreement upon request by the Lender.

Financing Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

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

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

Governing Law. This IP Security 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, [each] Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MEDFAR International Inc.

By:  _____
Name: Elias Tanios Farah

Title: CEO

Address for Notices:

1224 Stanley, Suite 205

Montréal (Québec)

H3B 2S7

AGREED TO AND ACCEPTED:

BDC CAPITAL INC., as Lender

By: _____
Name:

Title:

Address for Notices:

5 Place Ville-Marie, Suite 100,

Montréal, Québec, H3B 5E7

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANTOR:

MEDFAR International Inc.

By: _____

Name:

Title:

Address for Notices:

1224 Stanley, Suite 205

Montréal (Québec)

H3B 2S7

AGREED TO AND ACCEPTED:

BDC CAPITAL INC. as Lender

By:  _____

Name: Martin Racicot

Title: Authorized Signatory

Address for Notices:

5 Place Ville-Marie, Suite 100,

Montréal, Québec, H3B 5E7

Schedule 1 – Patents

None.

Schedule 2 – Trademarks

Mark Type	Description of Mark	US Serial Number	USPTO Registration Number	Registration Date
COMTRON	The mark consists of a circular disc configured as a stylized electronic circuit having a plus-like opening in the center thereof with the word "Comtron" extending outward from the right side of the disc.	88580790	6007379	March 10, 2020
MEDGEN	Standard Character Mark	88587077	6017837	March 24, 2020
LABGEN PORTAL	Standard Character Mark	88580888	6013036	March 17, 2020
LABGEN	Standard Character Mark	88580869	6013034	March 17, 2020
MYLE	Standard Character Mark	87205601	6279707	March 2, 2021
MEDGEN	The mark consists of an inverted L-shape component with a square block positioned next to the L-shaped component and the word "medgen" extending to the right from the square block.	88587045	6007818	March 10, 2020
LG LABGEN	The mark consists of a stylized "L" and "g" design with the word "Labgen" extending outward from the design to the right.	88580821	6007381	March 10, 2020
COMTRON	Standard Character Mark	88580119	6007318	March 10, 2020

Schedule 3 – Copyrights

None.