

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM826119

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tallysman Wireless Inc.		07/21/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	200 Bay St.		
Internal Address:	4th Floor-North Tower, Royal Bank Plaza		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2W7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4962359	ACCUTENNA	
Registration Number:	4956303	TALLYSMAN	
Registration Number:	3983864	TALLYSMAN SPRITE	
Registration Number:	5047780	TRUFLEET	
Registration Number:	4975927	VERAPHASE	
Registration Number:	4775021	WHEN PRECISION MATTERS	
Serial Number:	90006438		
Serial Number:	88866494	VERACHOKE	
Serial Number:	88762552	VEROSTAR	
Serial Number:	90179886	ACCUAUTO	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 4962359

NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	07/21/2023
Total Attachments: 6 source=7-21-2023 Tallysman-TM#page1.tif source=7-21-2023 Tallysman-TM#page2.tif source=7-21-2023 Tallysman-TM#page3.tif source=7-21-2023 Tallysman-TM#page4.tif source=7-21-2023 Tallysman-TM#page5.tif source=7-21-2023 Tallysman-TM#page6.tif	

ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

July 21, 2023

This Acknowledgment of Security Interest in Intellectual Property is being made as of the date first written above by TALLYSMAN WIRELESS INC., an Ontario company (the "Grantor").

WHEREAS, the Grantor has adopted, used and are using, and hold all or shared right, title and interest in and to, the patents and applications listed on the attached Schedule 1, which are issued or applied for in the United States Patent and Trademark Office (the "Patents");

WHEREAS, the Grantor has adopted, used and are using, and hold all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 2, which are issued or applied for in the United States Patent and Trademark Office (the "Trademarks", together with the Patents, the "Intellectual Property");

WHEREAS, the Grantor is party to that certain Second Amended and Restated Credit Agreement, dated as of July 21, 2023 (as may be further amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") together with certain other loan parties from time to time party thereto, and Royal Bank of Canada, as Agent for certain Lender Parties ("Agent");

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into security agreements, including the Security Agreement entered into by TALLYSMAN WIRELESS INC., dated as of January 6, 2021 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and other security agreements delivered in connection with the Credit Agreement, the Grantor has granted to Agent for the benefit of the Lender Parties (as defined in the Credit Agreement) a continuing security interest in all of their right, title and interest in, to and under the Intellectual Property, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Agent, the Grantor does hereby grant to Agent for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Acknowledgement shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State excluding its rules relating to conflicts of law. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the State of New York with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Lender Parties under the laws of any other jurisdiction where Collateral may be located.

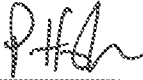
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[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN
PATENTS]

IN WITNESS WHEREOF, the Grantors have caused this Acknowledgment to be duly
executed by each of their officers thereunto duly authorized as of the date first written above.

GRANTORS:

TALLYSMAN WIRELESS INC.

By: 
Name: Patrick Houston
Title: Chief Financial Officer and Secretary

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Patents

Owner	Title	Patent No.	Issue Date
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – ASSOCIATED DISCRETE DRIVE CIRCUIT	10,553,951	02/04/2020
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – CONCEPT	9,806,423	10/31/2017
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – CIRCULAR PATCH ELEMENT	10,950,944	03/16/2021
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – SAME CONCEPT, STACKED PATCH	10,992,058	04/27/2021
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – BROADER CLAIMS	10,923,824	02/16/2021
Tallysman Wireless Inc.	CAPACITIVELY COUPLED PATCH ANTENNA – BROADER CLAIMS	11,539,142	12/27/2022
Tallysman Wireless Inc.	METHOD FOR TRACKING A PATH TAKEN BY A VEHICLE	9,644,972	05/09/2017
Tallysman Wireless Inc.	STACKED PATCH ANTENNA DEVICES AND METHODS	11,417,961	07/27/2022
Tallysman Wireless Inc.	ANTI-JAMMING, GLOBAL POSITIONING SYSTEM RECEIVER METHODS AND DEVICES	11,411,316	08/09/2022
Tallysman Wireless Inc.	ANTI-JAMMING, GLOBAL POSITIONING SYSTEM RECEIVER METHODS AND DEVICES	11,594,819	02/28/2023

Tallysman Wireless Inc.	FILAR ANTENNA ELEMENT DEVICES AND METHODS	11,251,533	02/15/2022
Tallysman Wireless Inc.	FILAR ANTENNA ELEMENT DEVICES AND METHODS	11,631,939	04/18/2023
Tallysman Wireless Inc.	FACETED BARREL ANTENNA HOUSING	D954,690	06/14/2022

Patent Applications

Owner	Title	Serial No.	Filing Date
Tallysman Wireless Inc.	STACKED PATCH ANTENNA DEVICES AND METHODS	17/812,681	07/14/2022
Tallysman Wireless Inc.	ANTI-JAMMING, GLOBAL POSITIONING SYSTEM RECEIVER METHODS AND DEVICES	18/175,304	02/27/2023
Tallysman Wireless Inc.	FILAR ANTENNA ELEMENT DEVICES AND METHODS	18/186,380	03/20/2023
Tallysman Wireless Inc.	GNSS ANTENNA ELEMENT	17/753,800	03/15/2022
Tallysman Wireless Inc.	Antenna (Verostar AG Design)	29/777,075	04-02-2021
Tallysman Wireless Inc.	ANTENNA (Electric Vehicle)	29/811,684	10/15/2021
Tallysman Wireless Inc.	ANTENNA (Verostar AG Pole)	29/811,689	10/15/2021
Tallysman Wireless Inc.	MULTI-ELEMENT FILAR STRUCTURES	63/370,774 (Application Secret until Formalized)	08/08/2020
Tallysman Wireless Inc.	LOW ELEVATION NULLING ANTENNA METHODS AND SYSTEMS	63/499,088 (Application Secret until Formalized)	04/28/2023

SCHEDULE 2 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

Trademarks

Owner	Title	Patent No.	Issue Date
Tallysman Wireless Inc.	ACCUTENNA	4962359	05/24/2016
Tallysman Wireless Inc.	TALLYSMAN	4956303	05/10/2016
Tallysman Wireless Inc.	TALLYSMAN SPRITE	3983864	16/28/2011
Tallysman Wireless Inc.	TRUFLEET	5047780	09/27/2016
Tallysman Wireless Inc.	VERAPHASE	4975927	06/14/2016
Tallysman Wireless Inc.	WHEN PRECISION MATTERS	4775021	07/21/2015

Trademark Applications

Owner	Title	Serial No.	Filing Date
Tallysman Wireless Inc.	TALLYSMAN DESIGN	90006438	06/17/2020
Tallysman Wireless Inc.	VERACHOKE	88866494	04/09/2020
Tallysman Wireless Inc.	VEROSTAR	88762552	01/16/2020
Tallysman Wireless Inc.	ACCUAUTO	90179886	09-14-2020