

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Empathica Inc.	04/27/2012
RECEIVING PARTY DATA	
Name:	BDC Capital Inc.
Street Address:	1243 Islington Avenue, Suite 1001
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M8X 1Y9
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12760231
Application Number:	12777587
CORRESPONDENCE DATA	
Fax Number:	(302)636-5454
Phone:	202-408-3121 x2348
Email:	jpaterso@cscinfo.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Corporation Service Company
Address Line 1:	1090 Vermont Avenue NW, Suite 430
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
NAME OF SUBMITTER:	Jean Paterson
Total Attachments: 10 source=4-27-12 Empathica-BDC Capital-PT#page1.tif source=4-27-12 Empathica-BDC Capital-PT#page2.tif source=4-27-12 Empathica-BDC Capital-PT#page3.tif source=4-27-12 Empathica-BDC Capital-PT#page4.tif	

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source=4-27-12 Empathica-BDC Capital-PT#page10.tif

RECORDATION FORM COVER SHEET
PATENTS ONLY

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Empathica Inc.

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: April 27, 2012

2. Name and address of receiving party(ies)

BDC Capital Inc.

Name: _____

Internal Address: _____

Street Address: 1243 Islington Avenue

Suite 1001

City: Toronto State: ON Zip: M8X1Y9

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

See Exhibit B

B. Patent No.(s)

See Exhibit B

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ _____

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

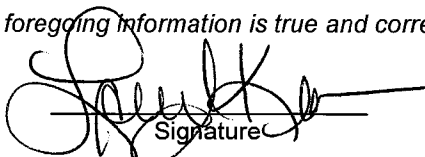
DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura A. Kenerson

Name of Person Signing



Signature

04/27/12

Date

Total number of pages including cover sheet, attachments, and documents: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 24, 2012, by and between BDC CAPITAL INC. ("Bank") and EMPATHICA INC., a company organized under the laws of Ontario ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation (the "Loans") to Grantor, in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor under the Loan Agreement.

B. 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 its obligations under the Loan Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, 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 (all of which shall collectively be called the "Intellectual Property Collateral"), including, without limitation, the following:

1. Any and all copyright rights, copyright applications, copyright registrations and like protections in each work or 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");

2. 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;

3. Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;

4. 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");

5. 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");

6. All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth on Exhibit D attached hereto (collectively, the "Mask Works");

7. 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;

8. All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;

9. All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

10. 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.

Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and the Canadian Intellectual Property Office (or such equivalent offices, as applicable) records this Agreement, and any amendments thereto, or copies thereof. This security interest is granted in conjunction with the security interest granted to Bank under the Loan 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 and 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 any of the Loan Documents, 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 Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan 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.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE COMMONWEALTH OF MASSACHUSETTS.

Grantor hereby irrevocably and unconditionally:

(a) submits to the exclusive jurisdiction of the State and Federal courts in Boston, Massachusetts; provided, however, that nothing in this Agreement shall be deemed to operate to preclude Bank from bringing suit or taking other legal action in any other jurisdiction to realize on the Intellectual

Property Collateral or any other security for its obligations under the Loan Agreement, or to enforce a judgment or other court order in favor of Bank. Grantor expressly submits and consents in advance to such jurisdiction in any action or suit commenced in any such court, and Grantor hereby waives any objection that it may have based upon lack of personal jurisdiction, improper venue or forum non conveniens and hereby consents to the granting of such legal or equitable relief as is deemed appropriate by such court. Grantor hereby waives personal service of the summons, complaints and other process issued in such action or suit and agrees that service of such summons, complaints and other process may be made by registered or certified mail addressed to Grantor at the address set forth in the Loan Agreement and that service so made shall be deemed completed upon the earlier to occur of Grantor's actual receipt thereof or three (3) days after deposit in the U.S. mails, proper postage prepaid;

(b) WAIVES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ITS RIGHT TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR BASED UPON THIS AGREEMENT, THE OTHER LOAN DOCUMENTS OR ANY CONTEMPLATED TRANSACTION, INCLUDING CONTRACT, TORT, BREACH OF DUTY AND ALL OTHER CLAIMS. THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH ITS COUNSEL; and

(c) waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Agreement any special, exemplary, punitive or consequential damages.

[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:

Address of Grantor:

2121 Argentia Road
Mississauga, Ontario, L5N 2X4, Canada

Attn: _____

EMPATHICA INC., an Ontario corporation

By: _____

Title: _____

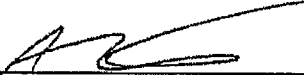
BANK:

Address of Bank:

1243 Islington Avenue, Suite 1001
Toronto, Ontario M8X 1Y9, Canada

Attn: Managing Director, Subordinate
Financing

BDC CAPITAL INC.

By:  _____

Title: Angela Zeni, Manager, Subordinate Financing

By:  _____

Title: Robert Duffy
Managing Director, Subordinate Financing
Directeur général, Financement subordonné

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GRANTOR:

Address of Grantor:

2121 Argentea Road
Mississauga, Ontario, L5N 2X4, Canada

Attn: _____

EMPATHICA INC., an Ontario corporation

By: 

Title: _____

BANK:

Address of Bank:

1243 Islington Avenue, Suite 1001
Toronto, Ontario M8X 1Y9, Canada

Attn: Managing Director, Subordinate
Financing

BDC CAPITAL INC.

By: _____

Title: _____

By: _____

Title: _____

Doc#1711875v1

EXHIBIT A

Copyrights

None.

EXHIBIT B

Patents

<u>Description</u>	<u>U.S. Application Number</u>	<u>U.S. Application Date</u>	<u>Can. Application Number</u>	<u>Can. Application Date</u>
System and Method for Sharing Information	Appl: 12760231	4/14/10	Appl: 2703568	5/11/10
	Pub: 20110258131	10/20/11		
Survey Reporting	Appl: 12777587	5/11/10	Appl: 2703431	5/11/10
	Pub: 20110282712	11/17/11		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Can. Registration Number/ Application Number</u>	<u>Can. Registration Date/ Application Date</u>
TEAMMAKER	698794	10/18/07
TEAMSOURCE	698943	10/18/07
TEAMEMPROVE	699756	10/30/07
INSTANT OFFER NETWORK (ION)	712812	4/25/08
INSTANT LOYALTY NETWORK (ILN)	712814	4/25/08
INSTANT FEEDBACK NETWORK (IFN)	712841	4/25/08
WE SPEAK CUSTOMER	729795	12/01/08
GORECOMMEND	774650	8/16/10
EMPATHICA	1566892	3/02/12

<u>Description</u>	<u>U.S. Registration Number/ Application Number</u>	<u>U.S. Registration Date/ Application Date</u>
THE CUSTOMER GENOME PROJECT	77605076	10/31/08
WE SPEAK CUSTOMER	77325248	11/08/07
INSTANT FEEDBACK NETWORK (IFN)	77217935	06/28/07
INSTANT LOYALTY NETWORK (ILN)	77217926	06/28/07
INSTANT OFFER NETWORK (ION)	77217913	06/28/07
TEAMEMPROVE	77050041	11/22/06
TEAMMAKER	77042963	11/13/06
GORECOMMEND	77797988	08/05/09

EXHIBIT D

Mask Works

None.

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