

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3472858

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
FARMERS EDGE INC.	07/17/2015
RECEIVING PARTY DATA	
Name:	OSMINGTON INC.
Street Address:	141 ADELAIDE ST. WEST
Internal Address:	SUITE 601
City:	TORONTO, ONTARIO
State/Country:	CANADA
Postal Code:	M5H 3L5
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6889620
Patent Number:	7171912
Patent Number:	7343867
Application Number:	62150766
CORRESPONDENCE DATA	
Fax Number:	(617)830-3227
<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:	603-433-6300
Email:	vborry@pierceatwood.com
Correspondent Name:	KEVIN M. FARRELL
Address Line 1:	100 SUMMER STREET
Address Line 2:	SUITE 2250
Address Line 4:	BOSTON, MASSACHUSETTS 02110
NAME OF SUBMITTER:	KEVIN M. FARRELL
SIGNATURE:	/Kevin M. Farrell/
DATE SIGNED:	08/06/2015
Total Attachments: 7	
source=W5021706#page1.tif	
source=W5021706#page2.tif	

source=W5021706#page3.tif

source=W5021706#page4.tif

source=W5021706#page5.tif

source=W5021706#page6.tif

source=W5021706#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Intellectual Property Security Agreement, dated as of July 17, 2015 made by **FARMERS EDGE INC.** (together with its successors, the "**Debtor**"), successor by amalgamation to **FARMER'S EDGE PRECISION CONSULTING INC.**, in favour of **OSMINGTON INC.** (together with its successors and assigns, the "**Secured Party**").

WHEREAS, the Debtor and the Secured Party are parties to a secured convertible debenture dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Debenture**") pursuant to which the Debtor has granted to the Secured Party a security interest in all of its right, title and interest in, to and under, among other property, certain intellectual property of the Debtor as security for the timely payment or performance of the Obligations (as defined in the Debenture);

WHEREAS, the Debtor has agreed to execute this Intellectual Property Security Agreement for recording with the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Secured Party to enter into the Debenture, the Debtor hereby agrees with the Secured Party as follows:

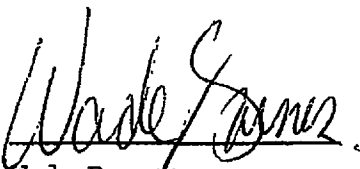
1. Defined Terms. Unless otherwise defined herein, terms defined in the Debenture and used herein have the meaning given to them in the Debenture.
2. Grant of Security Interest in Intellectual Property Collateral. As continuing security for the payment and performance of each of the Obligations, the Debtor hereby pledges and grants to the Secured Party a lien on and security interest in and to all of its right, title and interest in, to and under all the following collateral of such Debtor:
 - (a) the Copyrights listed on Schedule "A" attached hereto;
 - (b) the Trade-marks listed on Schedule "B" attached hereto;
 - (c) the patents listed on Schedule "C" attached hereto; and
 - (d) all other Intellectual Property of the Debtor(collectively, the "**Collateral**").
3. Security Agreement. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interest granted to the Secured Party pursuant to the Debenture and the Debtor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Debenture, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Debenture, the provisions of the Debenture shall control unless the Secured Party shall otherwise determine.

4. Termination. Upon the payment in full of the Obligations and termination of the Debenture, the Secured Party shall execute, acknowledge, and deliver to the Debtor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Collateral under this Intellectual Property Security Agreement and agrees to deliver such further and other documents as may be required to release the Secured Party's interest in and to the Collateral and properly record same at the United States Patent and Trademark Office and/or the United States Copyright Office, as applicable or any other applicable intellectual property office.
5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts.
6. Governing Law. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable in the Province of Manitoba.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed and delivered by the Debtor as of the date first set forth above.

FARMERS EDGE INC., as the Debtor

Per: 
Name: Wade Barnes
Title: President & CEO

Address:
Farmers Edge Inc.
c/s Unit B – 1470 Wilson Place
Winnipeg, MB
R3T 3N9

Fax No: (888) 825-7576
Attention: President

Per: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED by the Secured Party as of the date first mentioned above.

OSMINGTON INC., as the Secured Party

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Intellectual Property Security Agreement has been executed and delivered by the Debtor as of the date first set forth above.

FARMERS EDGE INC., as the Debtor

Per: _____
Name:
Title:


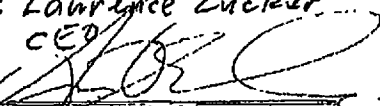
Address:
Farmers Edge Inc.
c/s Unit B - 1470 Wilson Place
Winnipeg, MB
R3T 3N9

Fax No: (888) 825-7576
Attention: President

Per: _____
Name:
Title:

ACKNOWLEDGED AND AGREED by the Secured Party as of the date first mentioned above.

OSMINGTON INC., as the Secured Party

By: 
Name: Lawrence Zucker
Title: CEO
By: 
Name: Sandro D'Arcote
Title: V.P.

SCHEDULE "A"

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Title	Registration No.	Application No.	Owner
CANPLUG		86/437222	Farmers Edge Inc.
ESCOUT & DESIGN		86/448545	Farmers Edge Inc.
FARM COMMAND		86/437200	Farmers Edge Inc.
FARMERS EDGE		86/668926	Farmers Edge Inc.
FIELD INSITE	3146933	78/654894	Farmer's Edge Precision Consulting Inc.
GROW.MORE.PRECISELY		86/441828	Farmers Edge Inc.
PRECISION DECISION		86/668929	Farmers Edge Inc.
PRECISION EDGE & DESIGN		86/078874	Farmer's Edge Precision Consulting Inc.
PRECISION HARVEST MAP		86/448554	Farmers Edge Inc.
PRECISION PROFIT MAP		86/448552	Farmers Edge Inc.
PRECISION SOLUTIONS		86/617574	Farmers Edge Inc.

SCHEDULE "B"

PATENT REGISTRATIONS AND PATENT APPLICATIONS

Title	Registration No.	Application No.	Owner
Method for Prescribing Site-Specific Fertilizer Application in Agricultural Fields	6,889,620	10/083,681	Farmer's Edge Precision Consulting Inc.
Method for Prescribing Site-Specific Fertilizer Application in Agricultural Fields	7,171,912	11/085,589	Farmer's Edge Precision Consulting Inc.
Method for Prescribing Site-Specific Fertilizer Application in Agricultural Fields	7,343,867	11/643,647	Farmer's Edge Precision Consulting Inc.
Yield Data Calibration Methods		62/150,766	Farmers Edge Inc.

SCHEDULE "C"

COPYRIGHT REGISTRATIONS AND COPYRIGHT APPLICATIONS

Nil.