

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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|---|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | MORTGAGE |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| INNOVMETRIC LOGICIELS INC | 12/04/2015 |
| RECEIVING PARTY DATA | |
| Name: | CAISSE DESJARDINS DU PLATEAU MONTCALM |
| Street Address: | 1351, CHEMIN SAINTE-FOY |
| City: | QUEBEC |
| State/Country: | CANADA |
| Postal Code: | G1S 2N2 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Application Number: | 11518129 |
| 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> | |
| Email: | Maureen.Savard@nortonrosefulbright.com |
| Correspondent Name: | MAUREEN SAVARD |
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| Address Line 2: | COMPLEXE JULES-DALLAIRE/TOUR NORTON ROSE |
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| ATTORNEY DOCKET NUMBER: | 01006517-0016 |
| NAME OF SUBMITTER: | ALEXANDRE DAOUST |
| SIGNATURE: | /Alexandre Daoust/ |
| DATE SIGNED: | 12/09/2015 |
| Total Attachments: 6 | |
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MOVABLE HYPOTHEC (BUSINESS FIRMS)

BETWEEN : CAISSE DESJARDINS DU PLATEAU MONTCALM, 1351, chemin Sainte-Foy, Québec (Québec) G1S 2N2, acting and hereby represented by Mariève Lévesque, responsable postfacto, duly authorized for the purpose hereof by a resolution of its board of directors dated February 27, 2013,
hereinafter called "THE CAISSE"

AND : INNOVMETRIC LOGICIELS INC., legal person constituted under the Canada Business Corporations Act, also acting under the legal name of InnovMetric Software Inc., having its registered office located at 310-2014, rue Cyrille-Duquet, Québec (Québec) G1N 2N2, acting and hereby represented by Marc Soucy, president, and Carl Szelakow, vice-president finances and administration, duly authorized for the purpose hereof by a resolution of its board of directors dated September 10, 2015,
hereinafter called "THE GRANTOR"

THE PARTIES HERETO AGREE AND DECLARE AS FOLLOWS:

1. **CREDIT AGREEMENTS:** The Caisse and the Grantor have entered into the following credit agreement, which forms an integral part of the presents as if it were recited here in full:
(a) a line of credit agreement in the amount of TEN MILLION CANADIAN DOLLARS (\$CAN10 000 000) signed on December 4, 2015, in accordance with the terms of the letter of offer to finance by the Caisse dated September 11, 2015 and accepted by the Grantor on September 15, 2015, as amended from time to time;
(hereinafter called "THE CREDIT AGREEMENT").

2. **MOVABLE HYPOTHEC:** To secure the repayment of the sums he owes or may owe the Caisse under the Credit Agreement and this Deed, in principal, interest, costs and accessories, as well as the performance of all obligations arising therefrom, the Grantor hypothecates in favor of the Caisse, for an amount equal to the amount of the Credit Agreement (or to the total of the Credit Agreements if there is more than one):

- (A) **Universality of claims and receivables:** The universality of the Grantor's claims, present and future, arising from any source whatsoever (hereinafter called "the Claims"), including the interest and other income arising therefrom, the personal or real securities on these claims and the monies originating from their collection. The hypothec applies, among others, to receivables, contracts, bills of exchange, investment securities and deposits covered by the Deposit Insurance Act.
- (B) **Specific universality(ies) of claims:** The universality of the Grantor's claims, present and future, arising from _ (hereinafter called "the Claims"), including the interest and other income arising therefrom, the personal or real securities on these claims and the monies originating from their collection.
- (C) **Universality of claims payable by the FADQ:** The universality of the Grantor's claims, present and future, of which La Financière agricole du Québec (the "FADQ") is or will be the debtor, including among others indemnities and benefits that are or may become payable to him under any of the FADQ programs, as well as the sums that are or may be deposited, in the Grantor's name, in one or several accounts that are or may be opened by the Grantor with the FADQ.
- (D) **Specific claim(s):** The following claim(s) (hereinafter called "the Claim[s]"), including the interest and other income arising therefrom, the monies originating from their collection and the personal or real securities on this (these) claim(s):

Description

(If space is insufficient, use Section 20 "Other mentions" or appendix CF-01255-355 to complete the description)

(E) **Universality of property:** The property, present and future, being part of the universality or universalities described hereafter, as well as any property acquired in replacement thereof (hereinafter called "the Property"):

- all the goods and other property intended for sale or rental, or kept in stock as well as the property used for wrapping or packaging, present and future;
- all finished products, all products being manufactured or processed, any raw material and other accessories used in their manufacturing or processing, the property used for wrapping or packaging, present and future;
- all crops, all property used for agricultural production, such as fertilizers, seeds, pesticides, all inputs that can be used for production and the property used for wrapping or packaging, present and future;
- all _ and the products used to feed them and take care of them, present and future;
- the _ herd (or flock), present and future;
- all property, present and future, used in the operation of the Grantor's business, among others the equipment, machinery, tools, furniture, motor vehicles and other accessories;
- other universalities of property, present and future:

The universality of all intellectual property right, present and future, of the Grantor or in which the Grantor has any right, title or interest in or to the PolyWorks software, including without limitation, the rights of use with respect to related applications, patents, trade marks, trade names, patent rights, copyrights, inventions, and any other intellectual or industrial property rights, rights of use, licences, registrations and applications for registration of these intellectual or industrial property rights, and all contracts related to these industrial and intellectual property rights, currently held or that may be held, acquired, developed or otherwise obtained, as well as all improvements, enhancements, upgrades, modifications, modernisations, adaptations, revisions, derivatives and developments, in connection with the PolyWorks software, but excluding however all licence agreements subject to a prohibition to hypothec.

[X] (F) Specific property: the following property (hereinafter called "the Property"):

Description

The following patents:

| COUNTRY | TITLE | NUMBER | STATUS |
|---------------|---|-----------|--------------------------------|
| Canada | Clearance Measurement of Manufactured Parts | 2,558,179 | Delivered on February 22, 2011 |
| United States | Clearance Measurement of Manufactured Parts | 7,565,216 | Delivered on July 21, 2008 |

The following trademarks:

| COUNTRY | TITLE | NUMBER | STATUS |
|---------------|-----------------------|-----------|-------------------------------|
| Canada | POLYWORKS | TMA605570 | Registered on March 17, 2004 |
| United States | POLYWORKS Class 9 | 2,630,064 | Registered on October 8, 2002 |
| United States | POLYWORKS Class 42 | 4,353,274 | Registered on June 18, 2013 |

[X] (G) The insurance rights and indemnities covering the Property and Claims described above or forming a part of the universalities described above, as well as any other indemnity to which the Grantor may be entitled if the Property is damaged, lost, destroyed or otherwise affected or if the Claims cannot be collected in whole or in part, including the indemnities for loss of income or equipment breakdown, if applicable.

[X] (H) The claims, instruments or monies arising from the rental, sale or other alienation of the hypothecated Property, including sums deposited at any financial institution.

If numbers or quantities are mentioned in the above paragraphs, they shall be considered as indicative of the Property or Claims owned by the Grantor as at the date of these presents and shall not be interpreted as limiting the scope of the hypothec. If one or several lots or addresses are mentioned in the description, they shall be considered as indicative of the place where the Property is located as at the date of these presents and shall not be interpreted as causing the Caisse to lose rights if the location of the property is changed, nor as restricting the scope of the hypothec with respect to the universality or universalities of Property mentioned in the description, the hypothec affecting any Property present and future that is a part of such universality or universalities, regardless of whether it is located at these addresses or on these lots or elsewhere.

3. **ADDITIONAL HYPOTHEC:** To secure any amount owing to the Caisse which would be in excess of the amount of the above hypothec, the Grantor hypothecates the Property and Claims for a further sum equal to 20% of the amount of the Credit Agreement (or of the total of Credit Agreements if there is more than one).

4. **STATEMENTS:** The Grantor makes the following declarations:

(a) he is the sole and absolute owner of all hypothecated Property and Claims and no prior claim, hypothec, term or conditional sale contract, security or other lien currently affects or is liable to affect them, except:

- an open movable hypothec granted in favour of the Caisse, in the amount of \$1,860,000, including the additional hypothec of 20%, on the universality of claims, present and future, arising from any source whatsoever, registered to the Registre des droits personnels et réels mobiliers (RDPRM) on September 28, 2012, under number 12-0801343-0003, with regard to which a cession of rank will be granted in favour of the Caisse;
- a movable hypothec without delivery granted in favour of the Caisse, in the amount of \$1,860,000, including the additional hypothec of 20%, on the universality of claims and rights resulting from insurance contracts, registered to the RDPRM on September 28, 2012, under number 12-0801343-0001, with regard to which a cession of rank will be granted in favour of the Caisse.

(b) all sums owed by the Grantor under the fiscal laws have been paid without subrogation;

(c) none of the Property is currently retained by a creditor entitled to retain it.

5. **OBLIGATIONS OF THE GRANTOR:** The Grantor makes the following commitments:

(A) **General Commitments**

5.1 **Sound administration:** He shall administer and operate his business in an appropriate and efficient manner and abide by all financing standards agreed to with the Caisse. He shall adequately maintain accounting records required by the nature of his activities.

5.2 **Hypothec or other prior claims:** He undertakes to maintain at all time the Property and Claims free from any hypothec or other encumbrance that may take priority over the rights of the Caisse. He agrees to provide the Caisse,

upon request and at his own expense, with any waiver, postponement of claim, acquittance or discharge deemed necessary or useful by the latter for ensuring that its rights to the Property and Claims take precedence.

- 5.3 **Taxes:** He shall pay at maturity any amount due under the fiscal laws.
- 5.4 **Information, visits and supporting documents:** He shall provide the Caisse with any information that it may reasonably request regarding his business. Furthermore, he shall let it examine, from time to time, the Property and his accounting records and provide it with any supporting document certifying that he meets his obligations.
- 5.5 **Purpose of amounts lent:** He agrees to use the sums lent, as well as those originating from the collection of the hypothecated Claims, solely for the purposes agreed to with the Caisse.
- 5.6 **Additional hypothec:** At the Caisse's request, he undertakes to grant the latter any additional hypothec it will deem necessary or useful in order to specifically affect future property or property acquired in replacement of the hypothecated Property or to maintain the value of the securities granted under this Deed.
- 5.7 **Licenses, franchises, quotas, etc.:** If the Grantor holds or obtains licenses, franchises, quotas or other similar authorizations, he shall take necessary action to keep them and cannot sell or otherwise dispose of them without having received the Caisse's prior consent in writing.
- 5.8 **Changes in legal structure:** In the case of a partnership or a legal person, the Grantor shall notify the Caisse in writing of any contemplated change in the partnership contract, of any shares issue, distribution or transfer, or of any dividend payment.
- 5.9 **Winding-up business activities:** He shall notify the Caisse in writing of any contemplated sale, rental, transfer, amalgamation, winding-up or liquidation of his business.
- 5.10 **Costs:** The Grantor shall pay all fees and expenses related to these presents, including the cost of taking and following up a security payable to the Caisse, professional fees if any, charges incurred for the valuation and inspection of the Property, publication costs in the Register of personal and movable real rights, as well as any renewal, notice, additional hypothec, waiver, postponement of claim, release or discharge expenses related thereto.
- 5.11 **Periodic remittance of documents:** He shall provide the Caisse, upon request or at a frequency to be determined by the latter, with the documents it requires.

(E) Commitments related to the hypothecated Claims

- 5.12 **Certificates of indebtedness, books of accounts and other documents:** He shall obtain and keep valid and enforceable certificates of indebtedness, maintain appropriate books, bills and other documents related to the Claims, provide the Caisse with copies upon request and follow, with respect to the Claims, any instructions the latter may give him.
- 5.13 **Consent of debtors of hypothecated Claims:** He undertakes to obtain the consent of the natural persons who are the debtors of the hypothecated Claims purporting that modifications and credit investigations can be made by the Caisse in their respect and to indemnify the Caisse from any liability it might incur should he fail to obtain such consent.

(C) Commitments related to the Property and universalities of hypothecated Property

- 5.14 **Safekeeping, maintenance, use and change in location of the hypothecated Property:** He shall bring to the safekeeping, maintenance and use of the Property the care of a prudent and vigilant administrator and undertakes to follow, in its respect, any instructions the Caisse may give him from time to time. He shall also obtain the Caisse's prior written authorization for moving the Property outside the regular activities of his business.
- 5.15 **Insurance:** He shall insure the Property and keep it insured, at his own expense, for its full replacement value, against all insurable perils, including equipment breakdown, to the satisfaction of the Caisse. He shall also take out insurance covering the decrease in income that could arise from the occurrence of a loss. The insurance policies shall not include any co-insurance clause unless the Caisse authorizes it in writing; a copy of the policies shall be delivered forthwith to the Caisse and mention its interest as hypothecary creditor. The Grantor shall provide the Caisse with evidence of their renewal at least 15 days before the expiry of his policies.

In the event of loss, he undertakes to notify the Caisse immediately. He shall submit, at his own expense, all proofs of loss; nothing however shall prevent the Caisse from submitting itself such proof. The Grantor shall arrange for the Caisse to receive the insurance proceeds directly from the insurers, up to the amount owing to it. The Caisse may make any arrangement, compromise or transaction with the insurers. The Caisse may apply the proceeds to the payment or the reduction of the obligations secured by the hypothec, at the Caisse's option, or hand over such proceeds to the Grantor for the repair or replacement of the Property. The securities of the Caisse shall in no way be diminished by the receipt of any such proceeds from the insurer.

- 5.16 **Payment of suppliers:** He shall pay, within the time-limit specified by his suppliers, the property purchased from the latter and notify the Caisse of any delay in the payment thereof.
- 5.17 **Income protection programs:** If the Grantor is eligible for a crop insurance, income stabilization or other income protection program, he shall enroll in such programs if the Caisse so requests.
- 5.18 **Third-party owned property:** He undertakes to notify the Caisse, without delay and in writing, of any Property acquisition through a conditional or term sale contract and of any situation where he would hold property in deposit or without being its sole and absolute owner.

6. COLLECTION OF HYPOTHECATED CLAIMS

- (A) **Universality of claims:** Until notified to the contrary by the Caisse, the Grantor shall collect the claims as the Caisse's mandatary, except for the claims mentioned in paragraph (C) below and the following claims: _ which shall be collected by the Caisse. He shall act in a diligent and prudent manner and undertakes to follow, in this respect, all instructions given to him by the Caisse, to notify the latter forthwith of any collection problem and to use the sums collected to refund the amounts due under the Credit Agreement, in conformity with the financing standards agreed to with the Caisse.

The Caisse may at any time serve the Grantor and the debtors of the Claims, a notice stipulating that it shall thenceforth collect the Claims. The Grantor shall then hand over immediately to the Caisse all certificates of indebtedness, books of accounts, bills and other documents deemed necessary or useful by the latter in collecting the Claims, along with any monies or commercial papers handed over to him prior to the receipt of such notice or handed over to him subsequently. He shall also collaborate with the Caisse in the collection of the Claims, diligently sign any document useful for that purpose and take any

action as necessary to facilitate the collection of the Claims. He waives any obligation which the Caisse may have to inform him of any irregularity in the payment of the Claims by the debtors.

(B) Specific claims and specific universality(ies) of claims

Collection by the Caisse: The Caisse shall collect the specific universality or universality(ies) described in Section 2(B); the specific claims described in Section 2(D). Only the Caisse may give a release for the amounts due. The Grantor shall hand over immediately to the Caisse any document deemed necessary or useful by the latter in collecting the claims, collaborate with the Caisse in such collection, diligently sign any document useful for that purpose and take any action as necessary to facilitate the collection of the Claim(s). He waives any obligation which the Caisse may have to inform him of any irregularity in the payment of the Claims by the debtors.

Collection by the Grantor: Until notified to the contrary by the Caisse, the Grantor shall collect:

the specific universality(ies) of claims described in Section 2(B);

the specific claim described in Section 2(D). He may however collect, under that claim, only periodic payments in the amount of \$ __ per __, and any other payment, whether applied to the refund of the principal at maturity or to prepayments, must be made between the hands of the Caisse only.

The Grantor shall collect the Claim(s) in a diligent and proficient manner and undertakes to follow, in that respect, all instructions given to him by the Caisse, to notify the latter forthwith of any collection problem and to use the sums collected to refund the amounts due under the Credit Agreement.

The Caisse may at any time serve the Grantor and the debtors of the Claim(s), a notice stipulating that it shall thenceforth collect the Claim(s). The Grantor shall then hand over immediately to the Caisse all documents deemed necessary or useful by the latter in collecting the Claim(s), along with any monies or commercial papers handed over to him prior to the receipt of such notice or handed over to him subsequently. He shall also collaborate with the Caisse in the collection of the Claim(s).

(C) Claims payable by the FADQ: The Caisse shall collect the amounts originating from La Financière agricole du Québec (the FADQ), but it may authorize the FADQ to make such payments by cheques made out jointly to the order of the Caisse and the Grantor, and to send them to the Grantor or to make them in any other manner. The Grantor irrevocably authorizes the Caisse to request on his behalf withdrawals from his account with the FADQ, in accordance with the terms and conditions governing these programs.

7. RIGHTS OF THE CAISSE RESPECTING HYPOTHECATED CLAIMS: The Caisse is authorized to obtain, from the debtors of the hypothecated Claims, any information it may deem useful with respect to the status of the Claims and the debtors are authorized to provide the Caisse with the information requested. The Caisse is irrevocably authorized to endorse, on behalf of the Grantor, any cheque or other instrument issued in payment of the Claim(s) and to receive payment thereof, to take any protective measure and proceedings it deems appropriate to obtain the payment thereof, to make with the debtors of the Claims, their assignees in bankruptcy or any legal representative, any amiable settlement, compromise or transaction it deems appropriate and to grant acquittances and discharges for the amounts collected. Only the Caisse is entitled to exercise these rights but it can authorize the Grantor in writing to exercise them, subject to the terms and conditions it may determine.

8. SALE OR OTHER ALIENATION OF HYPOTHECATED PROPERTY: The Grantor shall not, without the Caisse's prior written authorization, lease, sell or otherwise dispose of any Property not intended for lease or sale, nor of hypothecated claims.

As long as he is not in default, he may lease, sell or otherwise dispose of property intended for lease or sale, provided it is in the normal course of his business and to ensure its continuation. However, in the event of any default on his part, the Grantor may not lease, sell or otherwise dispose of such property without the Caisse's prior consent in writing and solely on the terms and conditions determined by the latter.

9. DEFAULT: The Grantor shall be in default:

(a) if any of the obligations secured by these presents, the Credit Agreement or the financing offer is not performed on its due date;

(b) if one of the statements made in these presents or subsequently is false or misleading, or if this is the case of the documents provided in relation with these presents;

(c) if the Borrower or the Grantor becomes insolvent or goes bankrupt, or makes a proposal and it is rejected or annulled; or

(d) if any of the Property or Claims is seized, or taken possession of by another creditor, or if another creditor exercises its right to collect one or several claims.

In the event of any default, the Caisse may demand the immediate repayment of the total amount lent, accrued interest and any other sum owed or to be owed the Caisse. The Caisse shall also be entitled, subject to its other rights and recourses:

(a) to fulfill any obligation not performed by the Grantor, and any amount disbursed to this end shall immediately become payable by the Grantor with interest at the rate then in force for any of the obligations secured by the hypothec, at the Caisse's option;

Recourses specific to the hypothecated Claims

(b) to notify the Grantor and the debtor(s) of the Claims that it shall thenceforth collect the claims, in conformity with Section 6;

Recourses specific to the Hypothecated Property

(c) to demand the surrender of the Property and to exercise the hypothecary recourses provided for in Articles 2746 and up of the Civil Code, while abiding however by the procedures enacted in laws or regulations applying specifically to certain Property, if the case arises;

(d) to demand the immediate possession of the Claims, instruments, monies, including any deposit with any financial institution, and other documents derived from the rental, sale or other disposal of the Property and to collect the monies to which such claims and documents entitle it;

(e) to complete the manufacturing of the Hypothecated Property or to carry out its harvest.

The Caisse may exercise the rights and recourses provided for above in any location where the Grantor operates his business and in any other location it may deem appropriate. To this end, it may also use any equipment or furniture used in the operation of the Grantor's business, as well as his name, trademarks and any other incorporeal property he may hold. At the Caisse's request, the Grantor shall then let the latter take possession of the Property and of the proceeds of rentals or sales already made, facilitate the exercise by the Caisse of its hypothecary rights and recourses and diligently sign any document useful to this end.

Should the Caisse exercise its recourse and "take possession of the Property for purposes of administration" as provided for in Articles 2773 to 2777 of the Civil Code, the Grantor authorizes the Caisse to take charge of the administration of the business and to exercise, for him and on his behalf, all the rights and powers required or useful to this end. This authorization shall remain valid until taking of possession terminates. Furthermore, should the Caisse publish a prior notice of the exercise of another hypothecary recourse while exercising its above-mentioned recourse, it may retain possession of the Property and continue to exercise the full administration of such property and of the business if applicable, during the time allowed for the prior notice and subsequently, until the security is fully enforced.

Subject to any legal provision to the contrary, the Grantor shall be bound to pay to the Caisse the reasonable fees and charges paid by the latter for the recovery of the sums due, the preservation of the hypothecated property (ies) and the performance of securities, if applicable.

10. **OTHER RIGHTS AND RECOURSES:** No provision hereof shall result in infringing on the other legal rights and recourses of the Caisse, including the right to exercise, with respect to the hypothecated Claims, the hypothecary recourses provided for in Articles 2783 to 2784 of the Civil Code.
11. **MANDATARY OR AGENT:** The Caisse may exercise all its rights and recourses through a mandatary or agent and deduct, as an administrative charge, the reasonable remuneration paid to such mandatary or agent.
12. **APPROPRIATION OF SUMS COLLECTED:** After having deducted the costs and fees incurred to exercise its recourses, if applicable, the Caisse may apply the remainder of the sums collected, regardless of their origin, to any of the obligations secured by this hypothec, at its entire discretion, whether such obligations have matured or not. The Grantor shall continue making the payments agreed upon unless otherwise authorized in writing by the Caisse.
13. **EXEMPTION CLAUSE:** The Caisse shall not be held responsible by reason of any default or delay in availing itself of its rights and recourses, nor by reason of any act or omission made in good faith by any agent, mandatary or employee of the Caisse, and such default or delay shall not be interpreted as constituting a waiver of the Caisse's rights and recourses.
14. **ELECTION OF DOMICILE:** The Grantor shall inform the Caisse of any change in address. Should he fail to do so, he shall be deemed to have elected domicile at the office of the Clerk of the Superior Court for the district in which the head office of the Caisse is located.
15. **INDIVISIBILITY AND SOLIDARITY:** The obligations of the Grantor shall be indivisible and may be collected in their entirety from each of his heirs or legal representatives. If the term "Grantor" means more than one person, each one of them shall be solidarily liable for the performance of their obligations.
16. **LOAN DISBURSEMENT:** The Caisse may defer the disbursement of the loan or of any advances as long as the hypothec has not been published at the registry office and the other terms and conditions agreed to by the parties have not been met.
17. **MULTIPROJECT OPTION:** Notwithstanding the total or partial repayment of the loan(s) or of any amount lent anew under this Section, the Caisse may, upon request, advance again the sums repaid as if they had never been used once, up to an indebtedness equal, within the framework of this agreement, to the initial amount of principal of the loan(s). If the Caisse agrees and upon payment of the administration fees as charged by the latter, the hypothecs and other securities provided for herein shall secure the repayment of any amount thus disbursed in principal, interest, costs and accessories and all clauses hereof shall continue to apply both to the amounts owed and to the amounts lent anew. When applying these clauses to the amounts lent anew, any reference made to the loan(s) shall also mean a reference to these amounts.
18. **CONSENT OF THE SPOUSE MARRIED UNDER THE COMMUNITY OF PROPERTY REGIME:** To these presents hereto came and intervened __, spouse married to the Grantor under community of property, in order to agree to the hypothecs contemplated herein.
19. **ASSENT OF THE DEBTOR OF A SPECIFIC CLAIM:** To these presents hereto came and intervened __ (if a legal person, herein represented by __, duly authorized for the purpose hereof as he[she] so declares by a resolution of its board of directors dated __, a copy of which is attached hereto); hereinafter called "the Intervening Party". The Intervening Party is the debtor of the claim hypothecated hereunder. He gives his assent to such hypothec, confirms that he owes the Grantor the amount of \$ __ under the hypothecated claim and declares that there exists no cause warranting his refusal to pay such amount.
20. **APPLICABLE LAWS:** This agreement and all related documents are governed by the laws of the province of Quebec, Canada, and any litigation arising out of their interpretation or execution may only be submitted to the courts of the province of Quebec.
21. **OTHER MENTIONS:** The Grantor must hold, at all times, the rights on patents and intellectual property of PolyWorks, as well as all rights of use with respect to related applications.


This present movable hypothec constitutes the english version of the french original document signed and delivered on the same day by the parties, which french original version takes precedence and has priority over this present english version.

- Signatures on the following page -

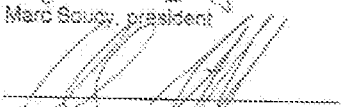
Signed at Quebec, Province of Quebec, Canada, on December 4, 2015.

INNOVMETRIC LOGICIELS INC.

Par :



Marc Soucy, president




Carl Setaikwa, vice-president finances and administration

Signed at Quebec, Province of Quebec, Canada, on December 3, 2015.

CAISSE DES JARDINS DU PLATEAU MONTCALM

Par :



Martine Lévesque, responsable postdoctoral