

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4065841

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
WIREIE HOLDINGS INTERNATIONAL INC.	09/16/2016
RECEIVING PARTY DATA	
Name:	QUANTIUS SPV 2 INC.
Street Address:	8 SCOLLARD STREET
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5R 1M2
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9374826
CORRESPONDENCE DATA	
Fax Number:	(519)743-2540
<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:	519-593-3287
Email:	daschnurr@millerthomson.com
Correspondent Name:	DAVID J. SCHNURR, MILLER THOMSON LLP
Address Line 1:	295 HAGEY BOULEVARD
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Address Line 4:	WATERLOO, ONTARIO, CANADA N2L 6R5
ATTORNEY DOCKET NUMBER:	214633.0001
NAME OF SUBMITTER:	DAVID J. SCHNURR
SIGNATURE:	/DAVID J. SCHNURR/
DATE SIGNED:	09/23/2016
Total Attachments: 7	
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PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "**Patent Security Agreement**") is made this 16th day of September, 2016, by and among the Grantor listed on the signature page hereof (the "**Grantor**"), and Quantius SPV 2 Inc. (the "**Lender**").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan Agreement dated as of September 16, 2016 (as amended, restated, supplemented, or otherwise modified from time to time, the "**Loan Agreement**") by and among the Lender, as lender, WireIE Holdings International Inc., as borrower (the "**Borrower**") and Wire IE (Canada) Inc., as guarantor (the "**Guarantor**"), the Lender has agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

AND WHEREAS the Lender is willing to make the financial accommodations to Borrower as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to the Lender that certain Canadian Security Agreement, dated as of September 16, 2016 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**");

AND WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to the Lender this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Loan Agreement. In this Agreement "**Patents**" means patents and patent applications, including i) the patents and patent applications listed on Schedule I, ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, extensions and renewals thereof and improvements thereon, all income, royalties, damages and payments now and hereafter due or payable to the Grantor under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments due or payable to the Grantor for past, present, or future infringements thereof, iii) the right to sue for past, present, and future infringements thereof, and iv) all of the Grantor's rights corresponding thereto throughout the world..

2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** The Grantor hereby unconditionally grants, collaterally assigns, and pledges to the Lender, to secure such Grantor's Obligations, a continuing security interest (referred to in this Patent Security Agreement as the "**Security Interest**") in all of the Grantor's right, title and interest in and the power to transfer all rights, title and interest in and to the following, whether now owned or hereafter owned or acquired or arising (collectively, the "**Patent Collateral**");

(a) all of its Patents including those referred to on Schedule I;

(b) all divisionals, continuations, continuations-in-part, reissues, reexaminations, renewals or extensions of the foregoing; and

(c) all products and proceeds (as that term is defined in the *Personal Property Security Act* (Ontario)) of the foregoing, including any claim by the Grantor against third parties for past, present or future infringement of any Patent or any Patent exclusively licensed under any license agreement, including the right to receive damages, or right to receive license fees, royalties, and other compensation under any such license agreement.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby by the Grantor secures the payment and performance of the Obligations of the Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to the Lender whether or not they are unenforceable or not allowable due to the filing against the Grantor of a petition in bankruptcy; the making of an assignment for the benefit of creditors by the Grantor; the making of a proposal under the *Bankruptcy and Insolvency Act* (Canada) by the Grantor or if the Grantor seeks relief under the *Companies' Creditors Arrangement Act* (Canada) or any similar law; the appointment of a receiver or a receiver and manager or trustee for the Grantor or for any material asset or property of the Grantor or the institution by or against the Grantor of any other type of insolvency proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Patent Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Security Interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Patent Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new patent application or issued patent or become entitled to the benefit of any patent application or patent for any divisional, continuation, continuation-in-part, reissue, extension or reexamination of any existing patent or patent application, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor hereby authorizes the Lender unilaterally to modify this Patent Security Agreement by amending Schedule I to include any such new patent rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Patent Security Agreement. Delivery of an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission

shall be equally as effective as delivery of an original executed counterpart of this Patent Security Agreement. Any party delivering an executed counterpart of this Patent Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Patent Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Patent Security Agreement.

7.CONSTRUCTION. This Patent Security Agreement is a Credit Document. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record.

8.THE VALIDITY OF THIS PATENT SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

9.THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS PATENT SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED IN A COURT OF COMPETENT JURISDICTION IN THE PROVINCE OF ONTARIO; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT THE LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE THE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. THE LENDER AND THE GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

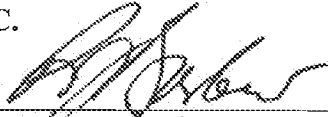
10. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LENDER AND THE GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE LENDER AND THE GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS PATENT SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

**WIREIE HOLDINGS INTERNATIONAL
INC.**

By: 
Name: ROBERT J BARLOW
Title: PRESIDENT & CEO.

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

QUANTIUS SPV 2 INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Patent Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

WIREIE HOLDINGS INTERNATIONAL
INC.

By: _____
Name:
Title:

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

QUANTIUS SPV 2 INC.

By:  _____
Name: ROSALINA COMENTILLA
Title: CFO

SCHEDULE I
TO
PATENT SECURITY AGREEMENT

Patents

Grantor	Country	Patent	Application/ Patent No.	Application/Registration Date
WireE Holdings International Inc.	USA	SYSTEM AND METHOD FOR OPTIMIZING WIRELESS NETWORK ACCESS	US 9,374,826 B2	June 21, 2016
WireE Holdings International Inc.	Canada	SYSTEM AND METHOD FOR OPTIMIZING WIRELESS NETWORK ACCESS	PCT/CA2013/000441 CA2872053	Filed: May 3, 2013