

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4131562

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	CLEARFIT INC.	11/03/2016
RECEIVING PARTY DATA		
Name:	SILICON VALLEY BANK	
Street Address:	275 GROVE STREET	
Internal Address:	SUITE 2-200	
City:	NEWTON	
State/Country:	MASSACHUSETTS	
Postal Code:	02466	
PROPERTY NUMBERS Total: 6		
Property Type	Number	
Patent Number:	8346569	
Patent Number:	7502748	
Application Number:	13690691	
Application Number:	12654351	
Application Number:	14534541	
PCT Number:	CA2015000076	
CORRESPONDENCE DATA		
Fax Number:	(800)494-7512	
<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:	202-370-4750	
Email:	ipteam@nationalcorp.com	
Correspondent Name:	DARLENA BARI STARK	
Address Line 1:	1025 VERMONT AVE NW, SUITE 1130	
Address Line 2:	NATIONAL CORPORATE RESEARCH, LTD.	
Address Line 4:	WASHINGTON, D.C. 20005	
ATTORNEY DOCKET NUMBER:	F166445	
NAME OF SUBMITTER:	ANDREW NASH	
SIGNATURE:	/ANDREW NASH/	
DATE SIGNED:	11/07/2016	

PATENT

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is entered into as of November 3, 2016, by and between SILICON VALLEY BANK, a California corporation, with a loan production office located at 275 Grove Street, Suite 2-200, Newton, Massachusetts 02466 ("Bank") and CLEARFIT INC., a corporation organized under the laws of Canada whose address is 150 Eglinton Avenue East, Suite 803, Toronto, Ontario, Canada M4P 1E8 ("Grantor").

RECITALS

A. Bank has agreed to continue to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement dated as of June 12, 2014, between Grantor and Bank, as amended by that certain First Amendment to Loan and Security Agreement dated as of July 6, 2015, between Grantor and Bank, and as further amended by that certain Second Amendment to Loan and Security Agreement dated as of the date hereof (as amended and as the same may be further 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 continue to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in its Copyrights, Trademarks, Patents, and Mask Works (as each term is described below) to secure the obligations of Grantor to Bank.

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 Grantor's obligations to Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. Grant of Security Interest. To secure Grantor's obligations to Bank, 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:

(a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of 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");

(b) 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;

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

(d) 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");

(e) 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");

(f) 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");

(g) 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;

(h) 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;

(i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) 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.

2. Exclusion. Nothing in Section 1 is to be construed as constituting an absolute transfer or assignment of any present or future Intellectual Property Collateral, but such Section 1 is to be construed as granting to Bank a security interest in and a charge on all present and after-acquired Intellectual Property Collateral.

3. Recordation. Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights, the Canadian Intellectual Property Office and any other government officials to record and register this Agreement upon request by Bank.

4. Authorization. Grantor hereby authorizes Bank to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new Intellectual Property Collateral.

5. Loan Documents. This Agreement has been entered into pursuant to and in conjunction with the Loan Agreement, which is hereby incorporated by reference. The provisions of the Loan Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of Bank with respect to the Intellectual Property Collateral are as provided by the Loan Agreement and related documents, and nothing in this Agreement shall be deemed to limit such rights and remedies.

6. Execution in Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Agreement.

7. Successors and Assigns. This Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

8. Governing Law. This Agreement and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Massachusetts or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, this Intellectual Property Security Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered as of the date first written above.

GRANTOR:

CLEARFIT INC.

By: 

Name: Jamie Schneiderman

Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, this Intellectual Property Security Agreement and all documents executed in connection therewith, or relating thereto, have been negotiated, prepared and deemed to be executed by Grantor in the United States of America. In addition, the parties hereto have caused this Intellectual Property Security Agreement to be duly executed as a sealed instrument under the laws of the Commonwealth of Massachusetts and delivered as of the date first written above.

GRANTOR:

CLEARFIT INC.

By: _____
Name: Jamie Schneiderman
Title: Chief Executive Officer

BANK:

SILICON VALLEY BANK

By: _____
Name: Jocelyn Harman
Title: VP

EXHIBIT A

Copyrights

NIL

EXHIBIT B

Patents

Official No.	Title	Case Status	Country
2,657,495	SYSTEM AND METHOD FOR CREATING A DYNAMIC CUSTOMIZED EMPLOYMENT PROFILE AND SUBSEQUENT USE THEREOF	Examination Requested	Canada
8,346,569	SYSTEM AND METHOD FOR CREATING A DYNAMIC CUSTOMIZED EMPLOYMENT PROFILE AND SUBSEQUENT USE THEROF	Issued	U.S.A.
13/690,691	SYSTEM AND METHOD FOR CREATING A DYNAMIC CUSTOMIZED EMPLOYMENT PROFILE AND SUBSEQUENT USE THEROF	Official Action Received	U.S.A.
12/654,351	JOB MATCHING SYSTEM AND METHOD	Awaiting Further Action or Allowance	U.S.A.
7,502,748	JOB MATCHING SYSTEM AND METHOD	Issued	U.S.A.
14/534,541	MOBILE EMPLOYMENT DISCOVERY USING GEOGRAPHIC LOCATION MATCHING	Application Complete	U.S.A.
PCT/CA2015/000076	MOBILE EMPLOYMENT DISCOVERY USING GEOGRAPHIC LOCATION MATCHING	Application Filed	Patent Cooperation Treaty

EXHIBIT C

Trademarks

Official No.	Title	Case Status	Country
3,983,013	CAREERIOUS	Registered	U.S.A.
3,963,938	JOBFINGERPRINT	Registered	U.S.A.
77/375,560	PERSONALITY PREDICTS SUCCESS	Registered	U.S.A.
740,930	FINGERPRINT	Registered	Canada
77/587,087	FINGERPRINT	Registered	U.S.A.
793,223	CLEARFIT	Registered	Canada
4,021,126	CLEARFIT	Registered	U.S.A.
762,915	JOBFINGERPRINT	Registered	Canada
762,916	CAREERIOUS	Registered	Canada

EXHIBIT D

Mask Works

NIL

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