

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4365369

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
YOU I LABS INC.	02/22/2017
RECEIVING PARTY DATA	
Name:	COMERICA BANK
Street Address:	200 BAY STREET, SUITE 2210, SOUTH TOWER, ROYAL BANK PLAZA, P.O. BOX 61
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5J 2J2
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	13933351
Patent Number:	8817074
CORRESPONDENCE DATA	
Fax Number:	(416)865-7048
<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:	4168657152
Email:	sharon.groom@mcmillan.ca
Correspondent Name:	MCMILLAN LLP
Address Line 1:	181 BAY STREET, SUITE 4400
Address Line 4:	TORONTO, CANADA M5J 2T3
NAME OF SUBMITTER:	SHARON GROOM
SIGNATURE:	/seg/
DATE SIGNED:	04/12/2017
Total Attachments: 6	
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of February 22, 2017, between **YOU I LABS INC.**, a corporation existing under the *Canada Business Corporations Act* ("Grantor"), and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed 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 Agreement of even date herewith between Bank and Grantor, as may be amended, restated, replaced and supplemented from time to time (the "Loan Agreement").

B. 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 and Patents to secure the obligations of Grantor under the Loan Agreement. Capitalized terms used herein are used as defined in the Loan Agreement.

C. 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 and performance when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, 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 Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under (a) the Loan Agreement and (b) the General Security Agreement of even date herewith executed by Grantor for the benefit of Bank, as may be amended, restated, supplemented or replaced from time to time. 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 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.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

YOU I LABS INC.
2500 Solandt Road, Suite 310
Kanata, Ontario
K2K 3G5
Attention: Chief Financial Officer
Fax:

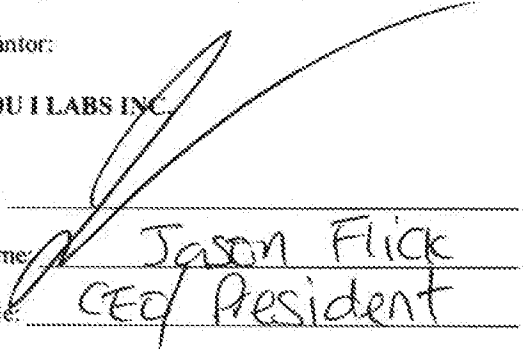
Grantor:

YOU I LABS INC.

By:

Name:

Title:



Jason Flick
CEO/President

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attention: Robert C. Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By:

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

YOU I LABS INC.
2500 Solandt Road, Suite 310
Kanata, Ontario
K2K 3G5
Attention: Chief Financial Officer
Fax: _____

Grantor:

YOU I LABS INC.

By: _____

Name: _____

Title: _____

Address:

Comerica Bank
200 Bay Street
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M5J 2J2
Attention: Robert C. Rosen
Fax: 416-367-2460

Bank:

COMERICA BANK

By: Omair Ahmed

Name: OMER AHMED

Title: VP

EXHIBIT A

Copyrights

1. The Grantor has no registered Copyright and has made no application therefor.
2. The Grantor has unregistered Copyright in the following Software:
 - You.I Engine
 - You.I Engine SDK

EXHIBIT B

Patents

United States

Owner	Patent	Application/ Registration No.
YOU I LABS INC.	SYSTEM AND METHOD FOR STREAMLINING USER INTERFACE DEVELOPMENT	13933351
YOU I LABS, INC.	METHOD OF CALCULATING 3D OBJECT DATA WITHIN CONTROLLABLE CONSTRAINTS FOR FAST SOFTWARE PROCESSING ON 32 BIT RISC CPUS	8817074

Canada

Applicant	Owner	Patent	Application/ Registration No.
YOU I LABS INC.	YOU I LABS INC.	SYSTEM AND METHOD FOR STREAMLINING USER INTERFACE DEVELOPMENT	2922860

EXHIBIT C

Trademarks

1. The Grantor uses the following unregistered trademarks:

- YOU.I
- YOU.I & Design, and
- YOU.I ENGINE
- YOU.I TV