

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5471942

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PROPHIX SOFTWARE INC.	04/11/2019
RECEIVING PARTY DATA	
Name:	BDC CAPITAL INC.
Street Address:	201 CITY CENTRE DRIVE
Internal Address:	SUITE 301
City:	MISSISSAUGA
State/Country:	CANADA
Postal Code:	L5B 2T5
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	8706681
Patent Number:	8190557
Patent Number:	9355165
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>	
Phone:	4162181766
Email:	irinav@chaitons.com
Correspondent Name:	IRINA VOZNYAK
Address Line 1:	5000 YONGE STREET, 10TH FLOOR
Address Line 4:	TORONTO, CANADA M2N 7E9
ATTORNEY DOCKET NUMBER:	39639
NAME OF SUBMITTER:	IRINA VOZNYAK
SIGNATURE:	/Irina Voznyak/
DATE SIGNED:	04/12/2019
Total Attachments: 9	
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of April 11, 2019, is made by and between PROPHIX SOFTWARE INC., having a business location at the address set forth below next to its signature (the "Debtor"), and BDC CAPITAL INC. ("BDCC"), having a business location at the address set forth below next to its signature.

Recitals

A. Debtor and BDCC are parties to a letter of offer of financing dated March 5, 2019 (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), setting forth the terms on which BDCC may now or hereafter extend credit to or for the account of Debtor.

B. To secure the payment and performance of all of the indebtedness, liabilities and obligations incurred by Debtor, or to be incurred by Debtor, to and in favour of BDCC, Debtor has entered into, *inter alia*, a general security agreement in favour of BDCC dated March 14, 2019 (the "General Security Agreement");

C. As a condition to extending credit to or for the account of Debtor, BDCC has required the execution and delivery of this Agreement by Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement and herein, the parties hereby agree as follows:

1. Definitions. All capitalized terms that are used but not otherwise defined herein shall have the meanings given to them in the General Security Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means patents and patent applications, including (i) the patents and patent applications listed on Exhibit A (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of Debtor's rights corresponding thereto throughout the world.

"Patent and Trademark Collateral" has the meaning given in Section 2.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of Debtor's business

symbolized by the foregoing or connected therewith, and (vi) all of Debtor's rights corresponding thereto throughout the world.

2. Security Interest. Debtor hereby irrevocably grants, collaterally assigns and pledges to BDCC a continuing security interest (the "Security Interest") in the Debtor's Patents and Trademarks and all products and proceeds thereof (collectively, the "Patent and Trademark Collateral"), to secure the Obligations. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Security Agreement. The security interests granted to BDCC herein are granted in furtherance, and not in limitation of, the security interests granted to the BDCC pursuant to the Credit Agreement and General Security Agreement; provided, however, that nothing in this Agreement shall expand, limit or otherwise modify the security interests granted in the Credit Agreement or the General Security Agreement. Debtor hereby acknowledges and affirms that the rights and remedies of BDCC with respect to the Patent and Trademark Collateral are more fully set forth in the Credit Agreement and the General Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement, the Credit Agreement or the General Security Agreement, the terms of the Credit Agreement shall govern.

4. Miscellaneous.

(a) No amendment or modification of this Agreement shall be effective unless it has been agreed to by BDCC and Debtor in a writing that specifically states that it is intended to amend or modify this Agreement. No failure by BDCC to exercise any right, remedy, or option under this Agreement, or delay by BDCC in exercising the same, will operate as a waiver thereof. No waiver by BDCC will be effective unless it is in writing, and then only to the extent specifically stated. The rights and remedies of BDCC under this Agreement shall be cumulative. No exercise by BDCC of one right or remedy shall be deemed an election, and no waiver by BDCC shall be deemed a continuing waiver. All notices to be given to Debtor or BDCC under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties hereto. This 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 Agreement. Each provision of this Agreement shall be severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

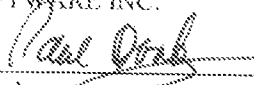
(b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEBTOR AND BDCC HEREBY WAIVE THEIR RESPECTIVE RIGHTS, IF ANY, TO A JURY TRIAL OF ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION DIRECTLY OR INDIRECTLY BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. DEBTOR AND BDCC 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 AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(c) THE VALIDITY OF THIS AGREEMENT AND THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT OF THIS AGREEMENT, AND THE RIGHTS OF THE PARTIES, AS WELL AS ALL CLAIMS, CONTROVERSIES OR DISPUTES ARISING UNDER OR RELATED TO THIS AGREEMENT WILL 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 WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

350 Burnhamthorpe Rd. West
Suite 1000
Mississauga, Ontario L5B 3J1
Attention: Paul Barber

PROPHIX SOFTWARE INC.

By: 
Name: Paul Barber
Title: Chief Executive Officer

201 City Centre Drive
Suite 301
Mississauga, Ontario L5B 2T5
Attention: Conor Snape
Director, Growth & Transition Capital

BDC CAPITAL INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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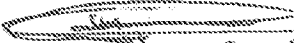
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Attention: Paul Barber

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By: _____
Name: Paul Barber
Title: Chief Executive Officer

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Attention: Conor Snape
Director, Growth & Transition Capital

BDC CAPITAL INC.

By:  _____
Name: Conor Snape
Title: Director
Growth & Transition Capital

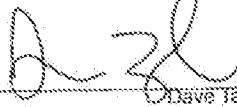
By:  _____
Name: Dave Taylor
Title: Director
Growth & Transition Capital

EXHIBIT A

UNITED STATES ISSUED PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
METHOD AND SYSTEM FOR PERFORMING DATA MANIPULATIONS ASSOCIATED WITH BUSINESS PROCESSES AND OPERATIONS	9,355,165 B2	May 31, 2016
SYSTEM AND METHOD FOR PROCESSING AND/OR ANALYZING OLAP BASED DATA ACCORDING TO ONE OR MORE PARAMETERS	8,706,681 B2	April 22, 2014
PROCESSOR AND METHOD CONFIGURED FOR EXECUTING DATA TRANSFER OR DATA ADJUSTMENT FUNCTIONS ON OLAP BASED DATA	8,190,557 B2	May 29, 2012

PATENT APPLICATIONS

None.

EXHIBIT B

UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS AND COLLECTIVE
MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Word Mark PPP PROPHIX	5326819	November 7, 2017
Word Mark PPP	5326818	November 7, 2017
Word Mark PROPHIX	5085504	November 22, 2016

APPLICATIONS

None.

COLLECTIVE MEMBERSHIP MARKS AND/OR UNREGISTERED MARKS

None.

NOTICE OF GRANT OF SECURITY INTEREST IN
PATENTS AND TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Patent and Trademark Security Agreement (as the same may be amended, modified, restated or replaced from time to time), dated as of April 11, 2019 by and among Prophix Software Inc. ("Grantor") and BDC Capital Inc. ("Lender"), the undersigned Grantor has granted a continuing security interest in and continuing lien upon, the patents and trademarks shown below to Lender:

PATENTS

<u>Title</u>	<u>Patent Number</u>	<u>Issue Date</u>
METHOD AND SYSTEM FOR PERFORMING DATA MANIPULATIONS ASSOCIATED WITH BUSINESS PROCESSES AND OPERATIONS	9,355,165 B2	May 31, 2016
SYSTEM AND METHOD FOR PROCESSING AND/OR ANALYZING OLAP BASED DATA ACCORDING TO ONE OR MORE PARAMETERS	8,706,681 B2	April 22, 2014
PROCESSOR AND METHOD CONFIGURED FOR EXECUTING DATA TRANSFER OR DATA ADJUSTMENT FUNCTIONS ON OLAP BASED DATA	8,190,557 B2	May 29, 2012

TRADEMARKS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Word Mark PPP PROPHIX	5326819	November 7, 2017
Word Mark PPP	5326818	November 7, 2017
Word Mark PROPHIX	5085504	November 22, 2016

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IN WITNESS WHEREOF, the parties have executed this Notice of Grant of Security Interest in Patents and Trademarks as of the date written above.

350 Burnhamthorpe Rd. West
Suite 1000
Mississauga, Ontario L5B 3J1
Attention: Paul Barber

PROPHIX SOFTWARE INC.

By: 
Name: Paul Barber
Title: Chief Executive Officer

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Attention: Conor Snape
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Attention: Conor Snape
Director, Growth & Transition Capital

BDC CAPITAL INC.

By: _____
Name: Conor Snape
Title: Director
Growth & Transition Capital

By: D. Taylor
Name: Dave Taylor
Title: Director
Growth & Transition Capital