

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6084249

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	ILLUMA-DRIVE INC.	03/15/2018
RECEIVING PARTY DATA		
Name:	GBIF MANAGEMENT LTD.	
Street Address:	2345 YONGE STREET, SUITE 804	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M4P 2E5	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Patent Number:	10652983	
CORRESPONDENCE DATA		
Fax Number:	(416)746-8319	
<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:	4167484773	
Email:	jngo@loonix.com	
Correspondent Name:	MATTHEW THURLOW	
Address Line 1:	135 QUEENS PLATE DRIVE, SUITE 600	
Address Line 4:	TORONTO, CANADA M9W 6V7	
ATTORNEY DOCKET NUMBER:	24314-0001	
NAME OF SUBMITTER:	MATTHEW THURLOW	
SIGNATURE:	/Matthew J. Thurlow/	
DATE SIGNED:	04/29/2020	
	This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 2		
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TERM NOTE

Due: December 31, 2018
\$100,000 (Cdn.)

To: **GBIF Management Ltd** (2345 Yonge St., Suite 804, Toronto ON M4P 2E5, Canada)

FOR VALUE RECEIVED the undersigned promises to pay, on the due date indicated above, to or to the order of GBIF Management Ltd, on behalf of GreenSoil Building Innovation Fund (International) L.P. And GreenSoil Building Innovation Fund (Canadian) L.P. (together the "**Holder**") at 2345 Yonge St., Suite 804, Toronto ON M4P 2E5, or at such other place as the Holder may designate from time to time to the undersigned in writing, in lawful money of Canada forthwith, the principal sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000 Cdn.) (the "**Principal Amount**") and any accrued interest as defined hereafter. The Principal Amount shall bear interest of TEN PERCENT (10%) per annum which shall accrue from the date hereof, and the Principal Amount and interest are due and payable on December 31, 2018 (the "**Maturity Date**").

The Holder shall be entitled, at any time prior to the Maturity Date, and provided that, and not until, an arm's length financing is completed for gross proceeds of at least \$1.0 million (the "**Qualified Financing**"), to convert all or any portion of the unpaid principal amount hereof (including accrued or unpaid interest thereon) into the same class of shares as issued in a Qualified Financing (the "**Conversion Securities**") on not less than 10 days' prior written notice (the "**Conversion Right**"). Conversion shall be made on the basis of a conversion price (the "**Conversion Price**") and the number of Conversion Securities shall be determined by dividing the principal amount and accrued interest in respect of which the Conversion Right is being exercised by the Conversion Price.

The Conversion Price shall be calculated as follows:

- (a) if the Enterprise Valuation (as defined below) is less than \$11.22 million, the Conversion Price shall be equal to the greater of (i) \$2.00, and (ii) 80% of the price per share of the Qualified Financing (the "**Offering Price**"); and
- (b) if the Enterprise Valuation is equal to or greater than \$11.22 million, the Conversion Price shall be equal to the lesser of (i) \$11.22 million divided by the Fully Diluted Capital, and (ii) 80% of the Offering Price.

"**Enterprise Valuation**" means the Fully Diluted Capital (as defined below) multiplied by the Offering Price. "**Fully Diluted Capital**" means that number of (i) outstanding shares of any class, (ii) shares of any class which are reserved for issuance pursuant to the terms of warrants, debentures and any other class of convertible securities, and (iii) ESOP Shares (as defined below). "**ESOP Shares**" means a pool of common shares equal to 10% of the outstanding common shares as at the date of the notice of exercise of the Conversion Right which pool is available for the grant of management incentive options, but which have not actually been granted pursuant to the terms of any management incentive options.

The undersigned shall act in good faith and use reasonable efforts to ensure that certificates or other evidence of ownership of the Conversion Securities shall be delivered to the Holder promptly following the delivery of a conversion notice.

As security for the payment of the said principal and interest and all other monies from time to time owing hereunder, the undersigned hereby charges as and by way of a floating charge to and in favour of the Holder hereof the undertaking and all of the property and assets of the undersigned for the time being both present and future ranking pari passu with all other secured lenders; provided that such floating charge shall in no way hinder or prevent the undersigned from pledging, assigning or giving security or securities (whether by way of fixed charge or floating charge) to the undersigned's banker, for present or future debts or liabilities of the undersigned and any such pledge, assignment, security or securities (whether



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given before or after the execution and delivery of this Term Note) shall rank in priority to the floating charge hereby created.

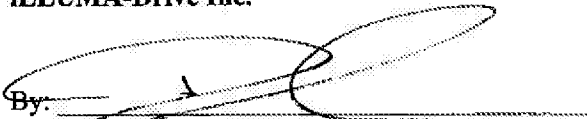
The note shall be governed by and constructed in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein. The undersigned hereby irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of the courts of the Province of Ontario, provided that nothing herein shall prevent the Lender from proceeding at its election against the undersigned in the courts of any other province, country or jurisdiction.

To the fullest extent allowed by the applicable law, all limitation periods applicable to the enforcement by the Holder of the obligations of the undersigned hereunder are hereby waived by the undersigned and excluded. For certainty, the undersigned agrees (a) that this note constitutes a business agreement under the *Limitations Act* (Ontario), and (b) that all limitation periods provided for in such Act, other than the ultimate limitation period found in section 15 thereof, are excluded and shall not apply to this note and the obligations of the undersigned hereunder.

The undersigned hereby waives demand and presentment for payment, notice of non-payment, notice of protest, notice of dishonour, bringing of suit and diligence in taking any action.

DATED at Toronto, Ontario this 15th day of March, 2018.

iLLUMA-Drive Inc.

By: 
Name: Derek Hopkins
Title: President & CEO

I have authority to bind the corporation.