# 506100907 06/10/2020

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6147629

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Execution Date
ACCUTECH MEDICAL TECHNOLOGIES INC.	05/31/2020

### **RECEIVING PARTY DATA**

Name:	THE BANK OF NOVA SCOTIA	
Street Address: 40 KING STREET WEST		
Internal Address:	62ND FLOOR	
City: TORONTO, ONTARIO		
State/Country: CANADA		
Postal Code:	M5H 3Y2	

# **PROPERTY NUMBERS Total: 2**

Property Type	Number	
Application Number:	16352242	
Patent Number:	9713710	

### **CORRESPONDENCE DATA**

**Fax Number:** (312)876-7934

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.

**Phone:** 3128768000

Email: angelica.pogson@dentons.com

Correspondent Name: DENTONS US LLP Address Line 1: P.O. BOX #061080

Address Line 2: WACKER DRIVE STATION, WILLIS TOWER

Address Line 4: CHICAGO, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	20009200-000035
NAME OF SUBMITTER:	SAMUEL FIFER
SIGNATURE:	/Samuel Fifer/
DATE SIGNED:	06/10/2020

#### **Total Attachments: 4**

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# CONFIRMATION OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

**WHEREAS** Accutech Medical Technologies Inc. (the "**Debtor**") is the owner of the intellectual property set forth in <u>Schedule A</u> hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

**AND WHEREAS** the Debtor has delivered a security agreement dated as of May 31, 2020 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to The Bank of Nova Scotia (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

**AND WHEREAS** pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all intellectual property of the Debtor, including all patents, trademarks, trade names, business names, trade styles, logos and other business identifiers, copyrights, technology, inventions, industrial designs, know-how, trade secrets and other industrial and intellectual property in which the Debtor now or in the future has any right, title or interest, including the Intellectual Property (the "**Security Interest**");

**AND WHEREAS** the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other applicable governmental intellectual property authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

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DATED as of the 31st_day ofMay_	, 2020.
	DEBTOR:
	ACCUTECH MEDICAL TECHNOLOGIES INC.
	0.2
	Per:
	Name: Enzio Di Gennaro
	Title: Chief Financial Officer
	Per:
	Per:
	Title: Chief Executive Officer
	I/We have the authority to bind the Debtor.
	SECURED PARTY:
	THE BANK OF NOVA SCOTIA
	Per:
	Name:
	Title:
	Dar
	Per: Name:
	Title:

I/We have the authority to bind the Secured Party.

<b>DATED</b> as of the <u>31st</u> day of	May, 2020.
	DEBTOR:
	ACCUTECH MEDICAL TECHNOLOGIES INC.
	Per:
	Name:
	Title:
	Per:
	Name:
	Title:
	I/We have the authority to bind the Debtor.

### **SECURED PARTY:**

### THE BANK OF NOVA SCOTIA

Name: Domenic Arcuit

Title: Director, National Accounts

Name: Aviv Haras

Title: Director, National Accounts

I/We have the authority to bind the Secured Party.

# SCHEDULE A INTELLECTUAL PROPERTY

# **Canadian Patents**

No.	Patent	Application Number	Patent No.	Issue / Filing Date
1.	PACKAGING SYSTEM AND METHOD FOR PACKAGING FIBERS		2,717,627	October 14, 2010

# **United States Patents**

No.	Patent	Application Number	Patent No.	Issue / Filing Date
1.	PACKAGING SYSTEM AND METHOD FOR PACKAGING FIBERS		9,713,710	
2.	SURGICAL OPTICAL FIBER AND PROCESS OF MAKING THE SAME	16/352,242		March 13, 2019

PATENT
RECORDED: 06/10/2020 REEL: 052899 FRAME: 0027

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