

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6708933

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ACTO TECHNOLOGIES INC.	04/23/2021
ACTO TECHNOLOGIES USA INC.	04/23/2021
RECEIVING PARTY DATA	
Name:	PACIFIC WESTERN BANK
Street Address:	406 BLACKWELL STREET
Internal Address:	SUITE 240
City:	DURHAM
State/Country:	NORTH CAROLINA
Postal Code:	27701
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	10496719
Application Number:	16404288
Application Number:	16888244
CORRESPONDENCE DATA	
Fax Number:	(919)282-3941
<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:	919-306-2508
Email:	diligencereview@square1bank.com
Correspondent Name:	PACIFIC WESTERN BANK
Address Line 1:	406 BLACKWELL STREET
Address Line 2:	SUITE 240
Address Line 4:	DURHAM, NORTH CAROLINA 27701
NAME OF SUBMITTER:	NICHOLAS NANCE
SIGNATURE:	/NicholasNance-TKF/
DATE SIGNED:	05/13/2021
Total Attachments: 7	
source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page1.tif	
source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page2.tif	

source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page3.tif

source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page4.tif

source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page5.tif

source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page6.tif

source=ACTO Technologies USA Inc. - IPSA - Executed 4-23-21#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

Reference is made to that certain Loan and Security Agreement (as amended from time to time, the "Loan Agreement") entered into as of April 23, 2021 by and between PACIFIC WESTERN BANK, a California state chartered bank (the "Bank") and ACTO TECHNOLOGIES INC., a corporation formed under the federal laws of Canada and extra-provincially registered in the Province of Ontario ("Parent") and ACTO TECHNOLOGIES USA INC., a Delaware corporation ("U.S. Sub", and, collectively with Parent, "Borrowers" and each a "Borrower").

This Intellectual Property Security Agreement is entered into as of April 23, 2021 by and between the Bank and Borrowers.

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations to the Borrowers (the "Loans") in the amounts and manner set forth in the Loan Agreement. The Bank is willing to make the Loans to the Borrowers, but only upon the condition, among others, that Borrowers grant to the Bank a security interest in certain copyrights, trademarks and patents to secure the obligations of the Borrowers under the Loan Agreement.

B. Pursuant to the terms of the security agreement dated April 23, 2021 (as same may be amended, modified or supplemented from time to time (the "Security Agreement"); capitalized terms used herein are used as defined in the Security Agreement), Parent has granted to the Bank a security interest in all of Borrower'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, the receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between the Borrowers and the Bank, Borrowers hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between the Borrowers and the Bank, Borrowers grant and pledge to the Bank a security interest in all of Borrower's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation the copyrights, patents and trademarks applied for or registered in United States and Canada as 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 the Bank under the Security Agreement. The rights and remedies of the Bank with respect to the security interest granted hereby are in addition to those set forth in the Security Agreement, and those which

are now or hereafter available to the Bank as a matter of law or equity. Each right, power and remedy of the Bank provided for herein or in the Loan Agreement, the Security Agreement 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 the Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement, the Security Agreement or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Bank, of any or all other rights, powers or remedies.

Borrowers represent and warrant that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Borrowers have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or the Canadian Intellectual Property Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the date written above.

PARENT:

Address of Parent:

60 Atlantic Avenue, Suite 200
Toronto, ON M6K 1X9, Canada
Attn: Travis Phung

ACTO TECHNOLOGIES INC.

By: 

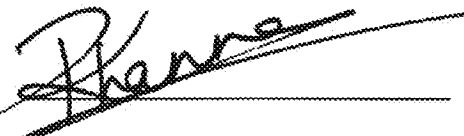
Title: Chief Executive Officer

US SUB:

Address of US Sub:

60 Atlantic Avenue, Suite 200
Toronto, ON M6K 1X9, Canada
Attn: Travis Phung

ACTO TECHNOLOGIES USA INC.

By: 

Title: President

Address of the Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Operations Manager
Email: loannotices@pacwest.com

THE BANK:

PACIFIC WESTERN BANK

By: _____

Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the date written above.

PARENT:

Address of Parent:

60 Atlantic Avenue, Suite 200
Toronto, ON M6K 1X9, Canada
Attn: Travis Phung

ACTO TECHNOLOGIES INC.

By: _____

Title: _____

US SUB:

Address of US Sub:

60 Atlantic Avenue, Suite 200
Toronto, ON M6K 1X9, Canada
Attn: Travis Phung

ACTO TECHNOLOGIES USA INC.

By: _____


Title: _____

Address of the Bank:

406 Blackwell Street, Suite 240
Durham, NC 27701
Attn: Loan Operations Manager
Email: loanotices@pacwest.com

THE BANK:

PACIFIC WESTERN BANK

By:  _____

Title: Senior VP _____

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
NONE		

EXHIBIT B

Patents

Description	Patent/ Application Number	Registration/ Filing Date
DETERMINING THE DISPLAY ORDER OF DATA ITEMS AT A COMPUTING DEVICE BASED ON CONTEXTUAL DATA CAPTURED BY SENSOR DEVICES	10,496,719	12/03/2019
EVENT-DRIVEN CONTENT RECOMMENDATION ENGINE	16/404,288	11/12/2020
CONVERSATIONAL AGENT FOR HEALTHCARE CONTENT	16/888,244	12/03/2020

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
ACTO FOR LIFE SCIENCES	6139088	9/01/2020
PLAYBOOK	86123091	5/08/2018
SCRIMMAGE	5071580	11/01/2016
PlayBook	5057802	10/11/2016