

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7112664

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|---|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| MARK DAMM | 12/10/2021 |
| RECEIVING PARTY DATA | |
| Name: | RE ROYALTIES LTD. |
| Street Address: | 14TH FLOOR, 1040 WEST GEORGIA STREET |
| City: | VANCOUVER, BC |
| State/Country: | CANADA |
| Postal Code: | V6E 4H1 |
| PROPERTY NUMBERS Total: 2 | |
| Property Type | Number |
| Patent Number: | 9406022 |
| Patent Number: | 8595258 |
| CORRESPONDENCE DATA | |
| Fax Number: | (604)685-7084 |
| <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: | (604)689-9111 |
| Email: | ip.van@mcmillan.ca |
| Correspondent Name: | MCMILLAN LLP |
| Address Line 1: | 1500-1055 WEST GEORGIA STREET |
| Address Line 2: | P.O. BOX 11117, ROYAL CENTRE |
| Address Line 4: | VANCOUVER, BC, CANADA V6E 4N7 |
| ATTORNEY DOCKET NUMBER: | 286722 |
| NAME OF SUBMITTER: | YUE FEI |
| SIGNATURE: | /Yue Fei/ |
| DATE SIGNED: | 01/10/2022 |
| Total Attachments: 12 | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement dated for reference December 10, 2021 made by **MARK DAMM** (the “**Debtor**”) to and in favour of **RE ROYALTIES LTD.** (the “**Secured Party**”).

WHEREAS:

A. **FUSEFORWARD SOLUTIONS GROUP LTD.** (the “**Borrower**”) has entered into a loan agreement dated as of even date herewith (the “**Loan Agreement**”), for a loan [REDACTED] (the “**Loan**”) to be provided by the Secured Party to the Borrower pursuant to the terms thereof;

B. The Debtor has guaranteed the obligations of the Borrower under the Loan Agreement and it is a condition of the advance of the Loan that the Debtor execute and deliver this Security Agreement to the Secured Party, as collateral security for the payment and performance of the Guaranteed Obligations.

NOW THEREFORE WITNESSETH that, in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Debtor, the Debtor covenants, declares and agrees as follows:

ARTICLE 1

INTERPRETATION

Section 1.1 Terms Incorporated for Reference. Terms defined in the British Columbia *Personal Property Security Act* (as amended from time to time, the “**PPSA**”) and used but not otherwise defined in this Security Agreement shall have the same meaning herein.

Section 1.2 Defined Terms. In this Security Agreement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the following meanings:

“**Event of Default**” has the meaning set forth in the Loan Agreement;

“**Guaranteed Obligations**” has the meaning set forth in Section 2.2(1);

“**IP Collateral**” has the meaning set forth in Section 2.1;

[REDACTED]

[REDACTED]

[REDACTED]

“**Loan**” has the meaning set forth in Recital A;

“**Loan Agreement**” has the meaning set forth in Recital A;

“**Permitted Encumbrances**” has the meaning set forth in the Loan Agreement;

“**PPSA**” has the meaning set forth in Section 1.1;

[REDACTED]

“**Security Interest**” has the meaning set forth in Section 2.2(1);

ARTICLE 2

SECURITY

Section 2.1 Grant of Security. Subject to Section 2.4, the Debtor hereby grants to the Secured Party a continuing security interest in all of the Debtor’s right, title and interest throughout the world in, to and associated with the following property, which is currently or in the future may be owned, created, acquired, or used (whether pursuant to a License or otherwise) by the Debtor and is reasonably necessary for the business and/or operations of the Borrower (collectively, the “**IP Collateral**”, and all references thereto herein include any part thereof):

- (a) all patents and patent applications including, without limitation, those listed on **Schedule A** attached hereto, including the inventions and improvements described and claimed therein, and all reissues, divisions, continuations, continuations in part, renewals and extensions thereof, and all foreign patent registrations and foreign applications based thereon and foreign patents issuing therefrom;

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Section 2.2 Obligations Secured.

(1) The security interest granted hereby (the "**Security Interest**") shall be a general and continuing security for the guarantee made by the Debtor of all indebtedness and liability of the Borrower under the Loan Agreement and for the performance of all obligations and covenants of the Borrower to the Secured Party pursuant thereto (all of which indebtedness, liability, and obligations are herein collectively called the "**Guaranteed Obligations**"). Secured Party agrees, understands and acknowledges that the Security Interests being granted and/or created hereunder in favor of solely the Secured Party are being done so in connection with the Loan, in compliance with the Loan Agreement and to secure the entirety of the Loan owed to the Secured Party by the Borrower and that, for the purpose of ease of administration, all such Security Interests are being done solely for the benefit of the Secured Party.

[REDACTED]

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ARTICLE 5

GENERAL

[REDACTED]

[REDACTED]

Section 5.3 Waivers, etc. No amendment, consent or waiver by the Secured Party shall be effective unless made in writing and signed by an authorized officer of the Secured Party and then such amendment, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 5.4 Further Assurances. The Debtor shall from time to time, whether before or after the Security Interest shall have become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Secured Party may reasonably require for protecting IP Collateral or perfecting the Security Interest and for exercising all rights, remedies, powers, authorities and discretions hereby conferred upon the Secured Party, and the Debtor shall, from time to time after the Security Interest has become enforceable, do all such acts and things and execute and deliver all such deeds, transfers, assignments and instruments as the Secured Party may require for facilitating the sale of or other dealing with IP Collateral in connection with any realization thereof.

Section 5.5 Notice. All notices, requests, demands, directions and communications (in this Section 5.5, "notices") hereunder shall be sent by telex, facsimile or similar means of recorded communication or hand delivery and shall be effective when hand delivered or, in the case of successful telex, facsimile or similar means of recorded communication, when received. All notices shall be given to

the respective addresses on page 1 of this Security Agreement or, in either case, in accordance with any unrevoked written direction as to a change of address given in accordance with this Section 5.5.

Section 5.6 Successors and Assigns. This Security Agreement shall be binding upon the Debtor, its successors and permitted assigns, and shall enure to the benefit of the Secured Party and its successors and assigns. The Debtor may not assign or novate any of its rights or obligations under this Security Agreement without the prior written consent of the Secured Party. All rights of the Secured Party hereunder shall be assignable.

Section 5.7 Headings, etc. The division of this Security Agreement into sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof.



Section 5.9 Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and of Canada applicable therein and shall be treated in all respects as a British Columbia contract.

Section 5.10 Incorporation of Schedules. Schedules A shall, for all purposes hereof, form an integral part of this Security Agreement.

Section 5.11 Conflict. In the event of a conflict or inconsistency between the provisions of this Security Agreement and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.



IN WITNESS WHEREOF the Debtor has duly executed this Security Agreement as of the day and year set out above.

MARK DAMM

DocuSigned by:

53078567AC454E4

SCHEDULE A

PATENTS, PATENT APPLICATIONS, AND LICENSES

| Number | Country | Status | Issue Date | Title |
|---------------|----------------|---------------|-------------------|---|
| US9406022 | United States | Granted | 2016-08-02 | METHOD AND SYSTEM TO MANAGE COMPLEX SYSTEMS KNOWLEDGE (Extension) |
| US8595258 | United States | Granted | 2013-11-26 | METHOD AND SYSTEM TO MANAGE COMPLEX SYSTEMS KNOWLEDGE |

[CONFIRM]