

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6448879

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THE ORB FACTORY LIMITED	12/11/2020
RECEIVING PARTY DATA		
Name:	WAYGAR CAPITAL INC., AS AGENT	
Street Address:	25 KING STREET	
Internal Address:	SUITE 1700	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5L2A1	
PROPERTY NUMBERS Total: 2		
	Property Type	Number
	Patent Number:	8608476
	Patent Number:	8367185
CORRESPONDENCE DATA		
Fax Number:	(888)829-8517	
<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:	(312) 288-3586	
Email:	john.cunningham@wolterskluwer.com	
Correspondent Name:	NANCY HELM BROWN	
Address Line 1:	2929 ALLEN PKWY	
Address Line 2:	SUITE 3300	
Address Line 4:	HOUSTON, TEXAS 77019	
NAME OF SUBMITTER:	GREGORY T. PEALER	
SIGNATURE:	/Gregory T. Pealer/	
DATE SIGNED:	12/14/2020	
Total Attachments: 6		
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RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

The Orb Factory Limited

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) December 11, 2020

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Waygar Capital Inc., as Agent

Internal Address: _____

Street Address: 25 King Street, Suite 1700

City: Toronto

State: Ontario

Country: Canada Zip: M5L 2A1

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No. (s)

B. Patent No. (s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional numbers attached? ☒ Yes ☐ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: c/o Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-2955

Docket Number: 4337879

Email Address: pealer@chapman.com

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

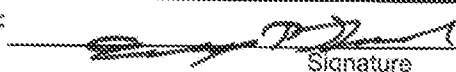
- ☐ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

December 14, 2020

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0148, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA. 22313-1450

PATENT

REEL: 054751 FRAME: 0401

PATENT COLLATERAL AGREEMENT

This 11th of December, 2020, The Orb Factory Limited, a limited business corporation formed under the laws of Nova Scotia a/k/a The Orb Factory Ltd a/k/a The Orb Factory a/k/a The Orb Factory, Ltd. (the "*Debtor*"), with its principal place of business and mailing address at 225 Herring Cove Road, Halifax, Nova Scotia, B3P 1L3, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Waygar Capital Inc., as agent for Ninepoint Canadian Senior Debt Master Fund L.P., with its mailing address at 25 King Street, Suite 1700, Toronto, Ontario M5L 2A1, and its successors and assigns (the "*Lender*"), and grants to the Lender a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Patent Collateral*"):

(i) Each patent and patent application listed on Schedule A hereto and all of the inventions described and claimed therein and any and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any patent or patent application listed on Schedule A hereto, in each case together with the right but not obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor as set out in that certain Loan Agreement bearing even date herewith between Debtor, the other parties from time to time party thereto and the Lender, as the same may be amended, modified, or restated from time to time (the "*Loan Agreement*"). Except as otherwise defined herein, all capitalized terms used herein without definition shall have the same meanings herein as such terms have in the Security Agreement or Loan Agreement, as applicable.

Debtor authorizes the Commissioner for Patents and any other governmental officials to record and register this Patent Collateral Agreement upon request by the Lender

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment, mortgage, pledge and security interest in the patents and patent applications made and granted hereby are more fully set forth in that certain General Security Agreement dated on or around the date hereof between Debtor, the other debtors party thereto from time to time and the Lender, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Lender with respect to the Patent Collateral are as provided by the Security Agreement and the

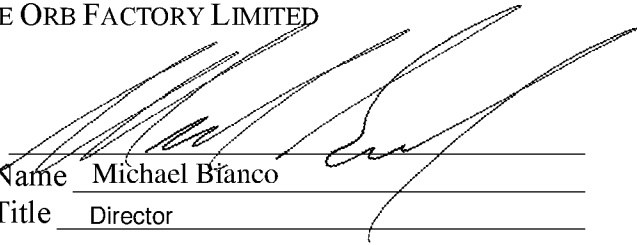
related documents, and nothing in this Patent Collateral Agreement shall be deemed to limit such rights and remedies.

This Patent Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Patent Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Patent Collateral Agreement shall be governed by, and construed in accordance with the laws of the United States and the internal laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Patent Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

THE ORB FACTORY LIMITED

By 
Name Michael Bianco
Title Director

Accepted and agreed to as of the date and year last above written.

WAYGAR CAPITAL INC., AS AGENT FOR
NINEPOINT CANADIAN SENIOR DEBT MASTER
FUND L.P., as Secured Creditor

By _____
Name _____
Title _____

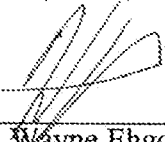
IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

THE ORB FACTORY LIMITED

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

WAYGAR CAPITAL INC., AS AGENT FOR
NINEPOINT CANADIAN SENIOR DEBT MASTER
FUND L.P., as Secured Creditor

By  _____
Name Wayne Ehgoetz
Title President and CEO

**SCHEDULE A
TO
PATENT COLLATERAL AGREEMENT**

U.S. PATENT NUMBERS

U.S. PATENT NUMBER	TITLE OF PATENT	DATE ISSUED
8,608,476	FABRIC MOSAIC ART KIT	DECEMBER 17, 2013
8,367,185	STICKY MOSAIC ART KIT	FEBRUARY 5, 2013