

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
eSentire, Inc.		11/29/2013	a company existing under the Business Corporations Act (Ontario): CANADA

RECEIVING PARTY DATA	
Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	National Documentation Services, Mail Code 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Serial Number:	85574529	ESENTRY
Serial Number:	85574563	ESENTINEL
Serial Number:	85574578	ESENTIRE

CORRESPONDENCE DATA	
Fax Number:	7349302494
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	734-930-0121
Email:	asujek@bodmanlaw.com
Correspondent Name:	Angela Alvarez Sujek - Bodman PLC
Address Line 1:	201 South Division, Suite 400
Address Line 4:	Ann Arbor, MICHIGAN 48104

OP \$90.00 85574529

NAME OF SUBMITTER:	Angela Alvarez Sujek
Signature:	/Angela Alvarez Sujek/
Date:	01/22/2014
Total Attachments: 6 source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page1.tif source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page2.tif source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page3.tif source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page4.tif source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page5.tif source=US Intellectual Property Security Agreement - eSentire Inc (EXECUTED)#page6.tif	

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Borrower)**

This Intellectual Property Security Agreement is entered into as of November 29, 2013, by and between **COMERICA BANK** ("Bank") and **ESENTIRE, INC.**, a company existing under the *Business Corporations Act* (Ontario) ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial the "Loans") to Debtor in the amounts and manner set forth in that certain Loan Agreement between Bank and Debtor dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Capitalized terms used herein without definition are used as defined in the Loan Agreement.

B. Bank is willing to make the Loans to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain General Security Agreement executed by Debtor and dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Security Agreement") to secure the Obligations.

C. Pursuant to the terms of the Security Agreement, Debtor has granted to Bank a security interest in all of Debtor's right, title and interest, whether presently existing or hereafter acquired, in, to and under the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks 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 Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

Detroit_3038180_2

**TRADEMARK
REEL: 005198 FRAME: 0302**

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 first date written above.

Address of Grantor:

278 Pinebush Road
Cambridge, Ontario N1T 1Z6
Atto:
Fax:

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

GRANTOR:

ESENTIRE, INC.

By: 

Title: C.F.O.

BANK:

COMERICA 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 first date written above.

GRANTOR:

ESENTIRE, INC.

Address of Grantor:

278 Pinebush Road
Cambridge, Ontario N1T 1Z6
Attn:
Fax:

By: _____


Title: _____

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

BANK:

COMERICA BANK

By: _____ 

Title: _____ 

EXHIBIT A

Copyrights

None.

Detroit_3038180_2

TRADEMARK
REEL: 005198 FRAME: 0305

EXHIBIT B

Patents

None.

Detroit_3038180_2

EXHIBIT C

Trademarks

Mark	App. No.	Filing Date	Reg. No.	Reg. Date
ESENTRY	85/574529	3/20/12	n/a	n/a
ESENTINEL	85/574563	3/20/12	n/a	n/a
ESENTIRE	85/574578	3/20/12	n/a	n/a

Detroit_3038180_2