

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM508382

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEURANET INC.		12/20/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	Suite 2210, South Tower, Royal Bank Plaza, P.O. Box 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M4W 3E2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4747297	FLEXITIVE	
Registration Number:	4550453	NEURANET	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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:	4168657152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, ONTARIO M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/SEG/		
DATE SIGNED:	02/01/2019		
Total Attachments: 6			
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OP \$65.00 4747297

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of December 20, 2018, between NEURANET INC., a corporation existing under the *Canada Business Corporations Act* ("Grantor"), and COMERICA BANK, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with Grantor pursuant to a Loan Agreement made as of the date hereof, between Bank and Grantor, as amended, restated, replaced and supplemented from time to time ("Loan Agreement").

B. Bank has required Grantor to provide (i) a certain Security Agreement dated as of the date hereof between Grantor and Bank (as it may be amended, restated, replaced or supplemented from time to time, the "Security Agreement"), and (ii) this Agreement to Bank, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

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 and performance when due of the Secured Obligations now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, 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 (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 Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Security 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 Security 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 Security 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 the United States Patent and Trademark Office, the United States Copyright Office and Canadian Intellectual Property Office, as applicable.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

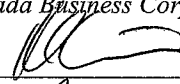
2 Carlton Street, Suite 1406
Toronto, Ontario
M3B 1J3

Attn: Paul Vincent

Email: paul.vincent@neuronet.com

Grantor:

NEURANET INC., a company existing under the
Canada Business Corporations Act

By: 

Name: Paul Vincent

Title: CEO

Address:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Bryce Aikman
Fax: (416) 367-2460

Bank:

COMERICA BANK

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Address:

2 Carlton Street, Suite 1406
Toronto, Ontario
M3B 1J3

Attn: _____
Email: _____

Grantor:

NEURANET INC., a company existing under the
Canada Business Corporations Act

By: _____

Name: _____

Title: _____

Address:

Comerica Bank
Suite 2210, South Tower
Royal Bank Plaza, P.O. Box 61
Toronto, Ontario M4W 3E2
Attn: Bryce Aikman
Fax: (416) 367-2460

Bank:

COMERICA BANK

By: _____

Name: _____

Title: _____

EXHIBIT A

Copyrights

Nil.

EXHIBIT A

EXHIBIT B

Patents

Nil.

EXHIBIT B

EXHIBIT C

Trademarks

UNITED STATES TRADE-MARKS

Owner	Trade-mark	Serial / Registration No.
Neuranet Limited	FLEXITIVE	4747297
Neuranet Inc.	NEURANET	4550453

EXHIBIT C

LEGAL_29868185.1

RECORDED: 02/01/2019

**TRADEMARK
REEL: 006548 FRAME: 0023**