

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM642092

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
exactEarth Ltd.		04/09/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	130 King Street West		
Internal Address:	Suite 3200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85210937	EXACTAIS	
Serial Number:	77760086	EXACTEARTH	
Serial Number:	85301422	EXACTVIEW	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	04/26/2021		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 9, 2021, between exactEarth Ltd. (the "**Debtor**") and NATIONAL BANK OF CANADA (the "**Bank**").

RECITALS

- A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "**Financial Accommodations**") to Debtor in the amounts and manner as set forth in that certain offer of finance dated October 29, 2020 between, among others, the Debtor and the Lender (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Offer of Finance**").
- B. Pursuant to the Offer of Finance, Bank is willing to make the Financial Accommodations to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, to secure the Indebtedness incurred by the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, obligations or liabilities, and interest thereon).
- C. Capitalized terms not defined herein have the meanings given to such terms as in Schedule A of this Intellectual Property 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 when due of the Indebtedness, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure the Indebtedness, Debtor grants and pledges to Bank a security interest in all of Debtor'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, C, and D 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 in that certain general security agreement granted by Debtor in favour of Bank dated on or about the date hereof (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**GSA**"). The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the GSA and any other security documents granted to the Bank by the Debtor (collectively, as same may be amended, restated, modified or supplemented from time to time, the "**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 GSA 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 GSA 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.

Debtor represents and warrants that Exhibits A, B, C, and D attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify this Intellectual Property Security Agreement, by amending

Exhibits A, B, C, and D hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest (a "**Modification**"). Prior to making a Modification, the Bank shall notify the Debtor and obtain the Debtor's consent to the Modification. The Debtor shall provide its consent to the Modification to the Bank within seven (7) days of the Bank's request for the consent to the Modification. Debtor shall not unreasonably withhold its consent to the Modification. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Indebtedness have been fully repaid and performed and Bank's obligation to provide advances is terminated.

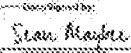
This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of Debtor and Bank hereby submits to the non-exclusive jurisdiction of the courts of Ontario.

This Intellectual Property Security Agreement may be executed and delivered by facsimile or in portable document format ("**pdf**"), and any signature contained hereon in facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

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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.

exactEarth Ltd.

By:  _____

Name: Sean Maybee _____

Title: Chief Financial Officer _____

**Schedule A
(ADDITIONAL DEFINITIONS)**

In addition to the terms with initial capitals defined therein, for the purposes of this Intellectual Property Agreement to which this Schedule "A" is attached, the following terms with initial capitals have the following meanings:

"Copyrights" means all copyrights, domestic and foreign (whether registered or unregistered), now owned or existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the Copyright Office of the Canadian Intellectual Property Office or United States Copyright Office or in any similar office in any other country, and all reissues, extensions or renewals thereof.

"Grantor Licences" means all agreements pursuant to which Debtor has granted rights or an option to acquire rights to use any Intellectual Property.

"Indebtedness" means all present and future indebtedness, obligations, liabilities, expenses and interest of any kind, now or hereafter existing, direct or indirect, absolute or contingent, joint or several, of the Debtor to the Bank, whether as principal or surety, together with all expenses (including legal fees on a solicitor and client basis) incurred by the Bank, its receiver or agent in the preparation, perfection and enforcement of security or other agreements held by the Bank in respect of such indebtedness, obligations or liabilities, and interest thereon.

"Intellectual Property" means all Copyrights, Patents, Trademarks and any other intellectual or industrial property now owned or licensed or hereafter owned, acquired or licensed by the Debtor, including the intellectual property described in the Exhibits to this agreement, and including trade secrets, Software and Software Documentation, whether owned or licensed, and all benefits, options and rights to use any of the foregoing, including all User Licences and all Grantor Licences, securities, instruments and, when the context permits, all registrations and applications that have been made or shall be made or filed in any office in any jurisdiction in respect of the foregoing, and all reissues, extensions and renewals thereof.

"Object Code" means fully compiled or assembled Software in binary form which may be used directly by information processing equipment to process information.

"Patents" means all patents, patent applications and intellectual or industrial property underlying such patents or patent applications, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same.

"Software" means all computer programs, firmware and databases and portions of each of the foregoing in whatever form and on whatever medium expressed, fixed, embodied or stored from time to time, whether physical, magnetic, electronic, optical or otherwise and the Copyright, Patents and trade secrets therein including, without limitation, Object Code and Source Code versions of each such program and firmware and portion thereof and all corrections, updates, enhancements, translations, modifications, adaptations and new versions thereof together with both the media upon or in which such programs, firmware, databases and portions thereof are expressed, fixed, embodied or stored (such as disks, diskettes, tapes and semiconductor chips) and all flow charts, manuals, instructions, documentation and other material relating thereto.

"Software Documentation" means all documentation and other materials in any way related to Software including, without limitation, copies of the Source Code or Object Code, drawings, flowcharts, user's manuals, reference manuals and all functional descriptions and specifications of or relating to the Software regardless of the medium in or on which such information is stored including, without limitation, all such information necessary or desirable for the production, modification, enhancement, testing, marketing and use of the Software.

"Source Code" means Software created or stored in a computer programming or instructional language, including without limitation, computer programming or instructional language commonly used for the creation or storage of Software.

“Trademarks” means all trademarks and trade names, registered and unregistered, including, without limitation (a) all designs, logos, indicia, trade names, corporate names, company names, business names, trade styles, service marks, logos and other source or business identifiers; (b) all fictitious characters; (c) all prints and labels on which any of the foregoing have appeared or appear or shall appear; (d) all registrations and applications that have been or shall be made or filed in the Canadian Intellectual Property Office or United States Patent and Trademark Office or any similar office in any other country or political subdivision thereof and all records thereof and all reissues, extensions, or renewals thereof; (e) all goodwill associated with or symbolized by any of the foregoing; and (f) all common law and other rights in the above.

“User Licences” means all agreements pursuant to which Debtor has obtained rights or an option to acquire rights to use any Intellectual Property.

EXHIBIT A
Copyrights

NIL

EXHIBIT B**Patents****CANADA:**

English Title	Patent No.	Issue Date	CIPO Status
SYSTEMS AND METHODS FOR SEGMENTING A SATELLITE FIELD OF VIEW FOR DETECTING RADIO FREQUENCY SIGNALS	2720190	2016-05-10	Granted
SYSTEMS AND METHODS FOR DECODING AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	2715155	2015-06-16	Granted
SATELLITE DETECTION OF AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	2691120	2014-08-26	Granted
SYSTEMS AND METHODS FOR VESSEL POSITION REPORTING AND MONITORING	2988621		Pending Filing date 2015-09-22
METHODS AND SYSTEMS FOR ENHANCED DETECTION OF E-NAVIGATION MESSAGES	2904227	2020-08-11	Granted
METHODS AND SYSTEMS FOR CONSISTENCY CHECKING AND ANOMALY DETECTION IN AUTOMATIC IDENTIFICATION SYSTEM SIGNAL DATA	2791395	2019-02-26	Granted
SYSTEM AND METHOD FOR DECODING AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	2687322	2015-01-06	Granted

USA:

Title	Application No.	Filing Date	Patent No.	Issue Date	Status
N/A	15/700,977	09-11-2017	N/A	N/A	Abandoned
SATELLITE DETECTION OF AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	12/360,473	01/27/2009	NONE	N/A	Abandoned
SYSTEM AND METHOD FOR DECODING AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	11/760,358	06-08-2007	7,876,865	01-25-2011	Granted
SYSTEM AND METHOD FOR DECODING AUTOMATIC IDENTIFICATION SYSTEM SIGNALS	12/915,699	10-29-2010	8,374,292	02-12-2013	Granted
METHODS AND SYSTEMS FOR ENHANCED DETECTION OF E-NAVIGATION MESSAGES	13/786,059	03-05-2013	8,904,257	12-02-2014	Granted

Title	Application No.	Filing Date	Patent No.	Issue Date	Status
METHODS AND SYSTEMS FOR CONSISTENCY CHECKING AND ANOMALY DETECTION IN AUTOMATIC IDENTIFICATION SYSTEM SIGNAL DATA	13/445,552	04-12-2012	9,015,567	04-21-2015	Granted
METHODS AND SYSTEMS FOR ENHANCED DETECTION OF E-NAVIGATION MESSAGES	14/524,210	10-27-2014	9,094,048	07-28-2015	Granted
SYSTEMS AND METHODS FOR SEGMENTING A SATELLITE FIELD OF VIEW FOR DETECTING RADIO FREQUENCY SIGNALS	12/797,066	06-09-2010	9,331,774	05-03-2016	Granted
METHODS AND SYSTEMS FOR ENHANCED DETECTION OF ELECTRONIC TRACKING MESSAGES	14/802,373	07-17-2015	9,762,265	09-12-2017	Granted
SYSTEMS AND METHODS FOR VESSEL POSITION REPORTING AND MONITORING	14/755,203	06-30-2015	9,786,183	10-10-2017	Granted
SYSTEMS AND METHODS FOR VESSEL POSITION REPORTING AND MONITORING	15/590,574	05-09-2017	9,842,504	12-12-2017	Granted

EXHIBIT C

Trademarks

CANADA:

Trademark	Application No.	Filing Date	Registration No.	Registration Date
EVERY SHIP, EVERY TIME	1474804	2010-03-26	TMA800621	2011-06-22
EXACTEARTH	1441117	2009-06-10	TMA815594	2012-01-16

USA:

Trademark	Serial No.	Filing Date	Registration No.	Registration Date	Notes
EVERY SHIP, EVERY TIME	85975862	Apr. 07, 2010	N/A	N/A	Abandoned Oct. 08, 2012
EVERY SHIP, EVERY TIME	85008725	Apr. 07, 2010	4116878	Mar. 27, 2012	Cancelled Nov. 02, 2018
EXACTAIS	85210937	Jan. 05, 2011	4006009	Aug. 02, 2011	
EXACTEARTH	77760086	Jun. 15, 2009	4228264	Oct. 23, 2012	
EXACTVIEW	85301422	Apr. 21, 2011	4214872	Sep. 25, 2012	

EXHIBIT D

Industrial
Designs

NIL.