

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650970

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VIRTEK VISION INTERNATIONAL INC.		06/01/2021	Corporation: D.C.
RECEIVING PARTY DATA			
Name:	ALLY BANK, as Collateral Agent		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Utah State Bank: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2517795	LASERQC	
Registration Number:	3135021	V	
Registration Number:	2940667	VIRTEK	
Registration Number:	1963803	VIRTEK LASEREDGE	
Registration Number:	1994559	VIRTEK TRUSSLINE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Corenda Gaines		
SIGNATURE:	/Corenda Gaines/		
DATE SIGNED:	06/01/2021		
Total Attachments: 14			

OP \$140.00 2517795

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CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **CANADIAN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”), dated as of June 1, 2021 is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and Ally Bank, as collateral agent (the “Collateral Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, VIRTEK VISION INTERNATIONAL INC., a British Columbia company (the “Borrower”) and 1295720 B.C. LTD., a British Columbia company (“Holdings”), have entered into the Credit Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with each lender from time to time party thereto and ALLY BANK, as Administrative Agent, Collateral Agent, Swingline Lender and an L/C Issuer. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time and the issuance of Letters of Credit by the L/C Issuers from time to time, the entry into Secured Hedge Agreements by the Hedge Banks from time to time and the entry into Secured Cash Management Agreements by the Cash Management Banks from time to time, each Grantor has executed and delivered that certain Canadian Security Agreement, dated as of June 1, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), among the Grantors from time to time party thereto and the Collateral Agent.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with CIPO and/or the USPTO and/or the USCO, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

Section 1. Grant of Security Each Grantor hereby collaterally assigns and pledges to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, and each Grantor hereby grants to the Collateral Agent (and its successors and permitted assigns), for the benefit of the Secured Parties, a security interest in and to all of such Grantor’s right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising by the undersigned (the “Collateral”):

(i) all Patents, including the patents and patent applications set forth in Schedule A hereto;

(ii) all Trademarks, including the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein or the assignment thereof would impair the validity or enforceability of any registration

that issues from such intent-to-use application under applicable federal law), together with the goodwill symbolized thereby;

(iii) all Copyrights, whether registered or unregistered, including, without limitation, the copyright registrations and applications set forth in Schedule C hereto;

(iv) all Designs, whether registered or unregistered, including, without limitation, the industrial design registrations and applications set forth in Schedule D hereto;

(v) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(vi) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vii) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing;

provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vii), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

Section 2. Security for Obligations¶ The grant of a security interest in the Collateral by each Grantor under this IP Security Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, restated, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Secured Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

Section 3. Recordation¶ Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks or CIPO, as applicable, record this IP Security Agreement.

Section 4. Execution in Counterparts¶ This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 5. Grants, Rights and Remedies¶ This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

Section 6. Governing Law; Jurisdiction; Etc.¶

(a) **THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE LAWS OF CANADA APPLICABLE THEREIN.**

(b) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE PROVINCE OF ONTARIO, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT (OTHER THAN WITH RESPECT TO ANY COLLATERAL DOCUMENT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE THEREIN), OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH [ONTARIO] COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT OR IN ANY OTHER LOAN DOCUMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, THE COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT AGAINST ANY LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.**

(c) **EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT IN ANY COURT REFERRED TO IN CLAUSE (b) OF THIS SECTION 6. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.**

(d) **EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL**

AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Canadian IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

VIRTEK VISION INTERNATIONAL INC.


By:



Name: Katherine Campbell

Title: Treasurer

ALLY BANK, as Collateral Agent

By: 
Name: Francois Delangle
Title: Authorized Signatory

**Schedule A to the
Canadian Intellectual
Property Security Agreement**

Schedule A – Canadian Patents

Record Owner	Name	Application Reference	Patent Number	Status
Virtek Vision International Inc.	Precision Registration of Sequence of Images	202010044632.3	N/A	Patent application filed

Schedule A – United States Patents

Record Owner	Title	Application Reference	Patent Number	Status
Virtek Vision International Inc.	Assembly Apparatus	11/786,953	7,621,053	Granted
Virtek Vision International Inc.	CONTROL OF AN OPTICAL TEMPLATING SYSTEM THROUGH MANIPULATION OF PHYSICAL OBJECTS	63/151,670	N/A	Provisional patent application filed
Virtek Vision International Inc.	Detection of Fluorescence of Foreign Materials	16/376,463	N/A	Pending grant
Virtek Vision International Inc.	Directed Energy and Sensing For Detection of Inconsistencies in Laminates	16/379,105	10,935,502	Granted
Virtek Vision International Inc.	Galvanometer Scanned Camera with Variable Focus	14/200,204	9,442,075	Granted
Virtek Vision International Inc.	Laser Projection Motion Compensation System and Method	14/160,945	9,881,383	Granted
Virtek Vision International Inc.	Laser Projection System and Method	13/652,735	9,200,899	Granted

Record Owner	Title	Application Reference	Patent Number	Status
Virtek Vision International Inc.	LASER PROJECTION SYSTEM AND METHOD - continuation #2	15/432,331	10,157,458	Granted
Virtek Vision International Inc.	Laser Projection System Using Variable Part Alignment	13/719,382	9,245,062	Granted
Virtek Vision International Inc.	Laser Projection System with Video Overlay	15/058,867	10,410,419	Granted
Virtek Vision International Inc.	Laser Projection with Flash Alignment	15/784,387	10,799,998	Granted
Virtek Vision International Inc.	Laser Projection with Flash Alignment	15/826,060	10,052,734	Granted
Virtek Vision International Inc.	Laser Projector Having Temperature Control	10/961,599	7,244,029	Granted
Virtek Vision International Inc.	Laser Projector with Brightness Control & Method	11/421,610	7,385,180	Granted
Virtek Vision International Inc.	Laser Projector with Dynamically Adaptable Focus	15/784,720	10,239,178	Granted
Virtek Vision International Inc.	Laser Speckle Profiles for Validation of Part Placement In An Assembly Task	63/047,394	N/A	Provisional patent application filed
Virtek Vision International Inc.	Long Range Barcode Scanning Through Conversion of Coherent Light	16/536,771	11,010,574	Granted
Virtek Vision International Inc.	METHOD FOR DIRECTING INSPECTION, REPAIR	63/089,866	N/A	Provisional patent application filed

Record Owner	Title	Application Reference	Patent Number	Status
	OR ASSEMBLY OPERATIONS			
Virtek Vision International Inc.	METHOD OF DETECTING PROPER ORIENTATION OF MATERIAL APPLIQUE	16/791,248	N/A	Patent application filed (non-provisional)
Virtek Vision International Inc.	Modulated Diode Pumped Microchip Laser Projector	11/536,454	7,832,875	Granted
Virtek Vision International Inc.	OPTICAL TEMPLATE PROJECTION USING AN AXIAL POSITION REFERENCE	63/183,269	N/A	Provisional patent application filed
Virtek Vision International Inc.	Precision Locating Rotary Stage	15/609,778	10,330,467	Granted
Virtek Vision International Inc.	PROJECTION SYSTEM FOR DIRECTION AND MONITORING IN LARGE SCALE FACILITIES	63/151,668	N/A	Provisional patent application filed
Virtek Vision International Inc.	SYSTEM AND METHOD FOR LIMITING LASER EXPOSURE OF ARBITRARY LASER TEMPLATE PROJECTION	16/685,506	N/A	Patent application filed (non-provisional)
Virtek Vision International Inc.	Virtual Spatially Registered Video Overlay Display	16/552,234	10,950,057	Granted
Virtek Vision International Inc.	Precision Registration of Sequence of Images	16/743,690	N/A	Patent application filed (non-provisional)

**Schedule B to the
Canadian Intellectual
Property Security Agreement**

Schedule B – Canadian Trademarks

Record Owner	Trademark	Country	Registration Number	Status
Virtek Vision International Inc.	LASERQC	Canada	TMA514,005	REGISTERED
Virtek Vision International Inc.	V Design Logo (new)	Canada	TMA602,450	REGISTERED
Virtek Vision International Inc.	VIRTEK	Canada	TMA602,117	REGISTERED
Virtek Vision International Inc.	VIRTEK LASEREDGE	Canada	TMA474,188	REGISTERED
Virtek Vision International Inc.	VIRTEK TRUSSLINE	Canada	TMA442,569	REGISTERED
Virtek Vision International Inc.	VIRTEK TRUSSVIEW	Canada	TMA752,127	REGISTERED
Virtek Vision International Inc.	VIRTEK VISION	Canada	TMA449,360	REGISTERED
Virtek Vision International Inc.	VIRTEK LASERMC	Canada	TMA613487	REGISTERED

Schedule B – United States Trademarks

Record Owner	Trademark	Registration Number	Status
Virtek Vision International Inc.	LASERQC	2,517,795	Registered
Virtek Vision International Inc.	V Design Logo (New)	3,135,021	Registered

Record Owner	Trademark	Registration Number	Status
Virtek Vision International Inc.	VIRTEK	2,940,667 (Class 9)	Registered
Virtek Vision International Inc.	VIRTEK LASEREDGE	1,963,803 (Class 9)	Registered
Virtek Vision International Inc.	VIRTEK TRUSSLINE	1,994,559 (Class 9)	Registered

**Schedule C to the
Canadian Intellectual
Property Security Agreement**

Schedule C – Copyrights

None.

**Schedule D to the
Canadian Intellectual
Property Security Agreement**

Schedule D – Designs

None.