

TRADEMARK ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900561617
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D-BOX TECHNOLOGIES INC. / TECHNOLOGIES D-BOX INC.		07/24/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Business Development Bank of Canada
Street Address:	5 Place Ville-Marie, Suite 300
City:	MONTREAL QC
State/Country:	CANADA
Postal Code:	H3B 5E7
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	5105179	D-BOX
Registration Number:	4986293	MOVE THE WORLD
Registration Number:	4948830	MOTION ARCHITECTS
Registration Number:	3762153	LIVE THE ACTION
Registration Number:	3500518	D-BOX MOTION CODE
Registration Number:	2711302	D-BOX
Serial Number:	87949453	FEEL IT ALL

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 2122371035

Email: mclain@windelsmarx.com

Correspondent Name: Michael J. Clain

Address Line 1: 156 West 56th Street

Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Michael J. Clain
SIGNATURE:	/Michael J. Clain/
DATE SIGNED:	09/01/2020
Total Attachments: 10 source=FINAL IP Security Agreement (BDC) (11827398)#page1.tif source=FINAL IP Security Agreement (BDC) (11827398)#page2.tif source=FINAL IP Security Agreement (BDC) (11827398)#page3.tif source=FINAL IP Security Agreement (BDC) (11827398)#page4.tif source=FINAL IP Security Agreement (BDC) (11827398)#page5.tif source=FINAL IP Security Agreement (BDC) (11827398)#page6.tif source=FINAL IP Security Agreement (BDC) (11827398)#page7.tif source=FINAL IP Security Agreement (BDC) (11827398)#page8.tif source=FINAL IP Security Agreement (BDC) (11827398)#page9.tif source=FINAL IP Security Agreement (BDC) (11827398)#page10.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “*Agreement*”) is made as of July 24, 2020, by and between **D-BOX TECHNOLOGIES INC. / TECHNOLOGIES D-BOX INC.**, a corporation incorporated under the Canada Business Corporations Act (the “*Debtor*”) and **BUSINESS DEVELOPMENT BANK OF CANADA** (together with its successors, the “*Secured Party*”).

W I T N E S S E T H:

WHEREAS, concurrently herewith D-Box USA Inc., the Debtor, and the Secured Party are entering into a Letter of Offer dated as of July 18, 2020 and accepted by the Debtor on July 19, 2020 (as it may be amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Letter of Offer*”) pursuant to which the Secured Party is agreeing to extend credit to the Debtor on the terms and subject to the conditions specified therein; and

WHEREAS, concurrently herewith the Debtor is executing and delivering a Movable Hypothec dated on or about the date hereof in favor of the Secured Party (as it may be amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*Hypothec*”) and a Security Agreement of even date herewith in favor of the Secured Party (as it may be amended, restated, amended and restated, supplemented, restructured or otherwise modified, renewed or replaced from time to time, the “*GSA*” and together with the Hypothec, the “*Security Documents*”) pursuant to which the Debtor is granting to the Secured Party a security interest in and lien on substantially all of the Debtor’s assets, including, but not limited to, all of the Debtor’s patents, patent applications, copyrights, copyright applications, trademarks, trademark applications, service marks, trade names, mask works, trade secrets, licenses of any of the foregoing and any right to use any of the foregoing (collectively, the “*Intellectual Property*”); and

WHEREAS, the execution and delivery of this Agreement by the Debtor is a condition precedent to the extension of credit by the Secured Party to the Debtor under the Letter of Offer; and

NOW, THEREFORE, in consideration of the above premises, and in order to induce the Secured Party to extend credit to the Debtor pursuant to the Letter of Offer, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Debtor hereby represents, warrants, covenants and agrees as follows:

1. Definitions. The Security Documents and the provisions thereof are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms that are defined in the GSA and are used but not defined herein shall have the respective meanings given thereto in the GSA.

2. Assignment for Security. To secure the prompt payment and performance of the Obligations, the Debtor hereby collaterally assigns, pledges and grants to the Secured Party a continuing security interest in and to and lien on all of Debtor’s Intellectual Property (including, without limitation, the Intellectual Property listed on Schedule A attached hereto), whether now

owned or existing or hereafter acquired or arising and wheresoever located, and all proceeds thereof (such as, by way of example but not limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding to any of the Intellectual Property throughout the world, the goodwill of the Debtor's business connected with the use of and symbolized by any trademarks, and all re-issues, divisions, continuations, renewals, extensions, and continuations-in-part thereof (collectively, the "*Intellectual Property Collateral*").

3. Existing Intellectual Property. As of the date hereof, the Intellectual Property listed on Schedule A constitutes all of the Intellectual Property now owned by the Debtor for which the Debtor has registered or filed an application with the United States Patent and Trademark Office or the United States Copyright Office.

4. Rights and Remedies. The security interest granted hereby is granted in conjunction with the security interest granted to the Secured Party under the Security Documents. The rights and remedies of the Secured Party with respect to the security interest granted hereby are in addition to those set forth in the Security Documents, and those which are now or hereafter available to the Secured Party as a matter of law or equity. Each right, power and remedy of the Secured Party provided for herein or in the Security 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 the Secured Party of any one or more of the rights, powers or remedies provided for in this Agreement or the Security Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including the Secured Party, of any or all other rights, powers or remedies.

5. Limitation on Duty. Beyond the exercise of reasonable care in the custody and preservation thereof, the Secured Party will have no duty as to any Intellectual Property in its possession or control or in the possession or control of any agent or bailee or any income therefrom or as to the preservation of rights against prior parties or any other rights pertaining thereto. The Secured Party will be deemed to have exercised reasonable care in the custody and preservation of the Intellectual Property in its possession or control if such property is accorded treatment substantially equal to that which it accords its own property, and will not be liable or responsible for any loss or damage to any Intellectual Property, or for any diminution in the value thereof, by reason of any act or omission of any agent or bailee selected by the Secured Party in good faith or by reason of any act or omission by the Secured Party pursuant to instructions from the Secured Party, except to the extent that such liability arises from the Secured Party's gross negligence or willful misconduct.

6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by fax transmission or e-mail transmission (e.g. "pdf" or "tif") shall be effective as delivery of a manually executed counterpart of this Agreement. Without limiting the foregoing, to the extent a manually executed counterpart is not specifically required to be delivered under the terms of any Financing Document, upon the

request of any party, such fax transmission or e-mail transmission shall be promptly followed by such manually executed counterpart

The words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in any document executed in connection herewith shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Secured Party, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided, that*, notwithstanding anything contained herein to the contrary the Secured Party is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Secured Party pursuant to procedures approved by it; *provided, further, that*, without limiting the foregoing, upon the request of the Secured Party, any electronic signature shall be promptly followed by such manually executed counterpart.

7. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Debtor, the Secured Party, all future holders of the Secured Obligations and their respective successors and assigns, except that the Debtor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Secured Party.

8. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible.

9. Headings. The Section headings contained in this Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

10. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applied to contracts to be performed wholly within the State of New York. Any judicial proceeding brought by or against the Debtor or the Secured Party with respect to any of the Secured Obligations, this Agreement or any other Financing Document may be brought in any court of competent jurisdiction in the State of New York, United States of America, and, by execution and delivery of this Agreement, the Debtor and the Secured Party accepts for itself and in connection with its properties, generally and unconditionally, the non-exclusive jurisdiction of the aforesaid courts, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. The Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by registered mail (return receipt requested) directed to the Debtor at its address set forth in the GSA and service so made shall be deemed completed five (5) days after the same shall have been so deposited in the mails of the United States of America. Nothing herein shall affect the right to serve process in any manner permitted by law or shall limit the right of the Secured Party to bring proceedings against the Debtor in the courts of any other

jurisdiction. The Debtor and the Secured Party waive any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. Any judicial proceeding by the Debtor against the Secured Party involving, directly or indirectly, any matter or claim in any way arising out of, related to or connected with this Agreement or any other Financing Document, shall be brought only in a federal or state court located in the City of New York, State of New York.

11. WAIVER OF JURY TRIAL. THE DEBTOR HEREBY SUBMITS TO THE NONEXCLUSIVE JURISDICTION OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK AND OF ANY NEW YORK STATE COURT SITTING IN NEW YORK COUNTY FOR PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. WAIVER OF VENUE. THE DEBTOR IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF THE VENUE OF ANY SUCH PROCEEDING BROUGHT IN SUCH A COURT AND ANY CLAIM THAT ANY SUCH PROCEEDING BROUGHT IN SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. THE DEBTOR AND THE SECURED PARTY EACH HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.


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IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

DEBTOR:

D-BOX TECHNOLOGIES INC. /
TECHNOLOGIES D-BOX INC.

By:



Name: Sebastien Maillhot
Title: President & Chief Executive Officer

TRADEMARK

REEL: 007026 FRAME: 0120

SECURED PARTY:

BUSINESS DEVELOPMENT BANK OF CANADA

By: 
Name: **Fanny DÉRASPE**
Title: **Notary**

By: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Name:
Title:

[Signature Page to IP Security Agreement (BDC)]

SCHEDULE A
Intellectual Property

Trademarks

Serial Number	Reg. Number	Word Mark	Owner
87949453		FEEL IT ALL	TECHNOLOGIES D-BOX INC.
87113425	5105179	D-BOX	TECHNOLOGIES D-BOX INC.
86479407	4986293	MOVE THE WORLD	TECHNOLOGIES D-BOX INC.
86089706	4948830	MOTION ARCHITECTS	TECHNOLOGIES D-BOX INC.
77541368	3762153	LIVE THE ACTION	Technologies D-Box Inc. / D-Box Technologies Inc.
76665099	3500518	D-BOX MOTION CODE	Technologies D-Box Inc. / D-Box Technologies Inc.
76434432	2711302	D-BOX	TECHNOLOGIES D-BOX INC.

Patents

Patent number	Publication number	Application number	Title	Assignee name
10012295	20150323049	14648143	Linear actuator for motion simulator	D-BOX TECHNOLOGIES INC
9664267	20150316130	14648113	Linear actuator for motion simulator	D-BOX TECHNOLOGIES INC
9863513	20150316131	14648133	Linear actuator for motion simulator	D-BOX TECHNOLOGIES INC
NONE	20170307054	15523437	LINEAR ACTUATOR FOR MOTION SIMULATOR	D-BOX TECHNOLOGIES INC
NONE	20180320734	15771411	JOINT ASSEMBLY FOR MOTION SIMULATOR	D-BOX TECHNOLOGIES INC
10089841	20170200354	15472929	Media recognition and synchronisation to a motion signal	D-BOX TECHNOLOGIES INC.
10212533	20180332425	15776456	Method and system for synchronizing vibro-kinetic effects to a virtual reality session	D-BOX TECHNOLOGIES INC.

10469977	20190149938	16244210	Method and system for synchronizing vibro-kinetic effects to a virtual reality session	D-BOX TECHNOLOGIES INC.
10515523	20180365940	16108961	Media recognition and synchronization to a motion signal	D-BOX TECHNOLOGIES INC.
7321799	20040249484	10844457	Flexible interface for controlling a motion platform	D-BOX TECHNOLOGIES INC.
7680451	20060256972	11411146	Method and apparatus for providing a motion signal with a sound signal using an existing sound signal encoding format	D-BOX TECHNOLOGIES INC.
7934773	20100090507	12249919	Motion-enabled movie theater seat	D-BOX TECHNOLOGIES INC.
8390739	20110273614	13143823	CPU platform interface method and device for synchronizing a stream of motion codes with a video stream	D-BOX TECHNOLOGIES INC.
8454366	20070122793	11289352	Actuated support platform for video system	D-BOX TECHNOLOGIES INC.
8515239	20100135641	12326917	Method and device for encoding vibro-kinetic data onto an LPCM audio stream over an HDMI link	D-BOX TECHNOLOGIES INC.
8515240	20100332004	12865000	Transporting vibro-kinetic signals in a digital cinema environment	D-BOX TECHNOLOGIES INC.
8657376	20110170945	13070332	Link member for motion-enabled movie theatre chair	D-BOX TECHNOLOGIES INC.
8773238	20120019352	13180923	Media recognition and synchronisation to a motion signal	D-BOX TECHNOLOGIES INC.
9078523	20120019030	13251402	Electronic display for vibro-kinetic platform	D-BOX TECHNOLOGIES INC.
9089786	20120215363	13031779	Method and system for reducing vibration of motion-enabled chairs	D-BOX TECHNOLOGIES INC.

9138656	20080002390	11763031	Control of a plurality of motion platforms in synchrony with a sequence of images	D-BOX TECHNOLOGIES INC.
9178849	20100245116	12731514	Method and apparatus for distributing motion signals in a multi-seat environment	D-BOX TECHNOLOGIES INC.
9640046	20150016797	14248800	Media recognition and synchronisation to a motion signal	D-BOX TECHNOLOGIES INC.
9878264	20160023125	14873322	Method and apparatus for distributing motion signals in a multi-seat environment	D-BOX TECHNOLOGIES INC.
NONE	20080109265	11557507	METHOD FOR SELLING MOTION-ACTUATED SEATS IN MOVIE THEATERS	D-BOX TECHNOLOGIES INC.
NONE	20120221148	13036118	REAL-TIME PERFORMANCE ENABLED BY A MOTION PLATFORM	D-BOX TECHNOLOGIES INC.
NONE	20120239200	13192454	REMOTE OBJECT VIBRO-KINETIC FEEDBACK SYSTEM AND METHOD	D-BOX TECHNOLOGIES INC.
NONE	20190373237	16481197	CAPTURING AND SYNCHRONIZING MOTION WITH RECORDED AUDIO/VIDEO	D-BOX TECHNOLOGIES INC.
NONE	20200126374	16722519	MEDIA RECOGNITION AND SYNCHRONISATION TO A MOTION SIGNAL	D-BOX TECHNOLOGIES INC.
RE47822		15647654	Method and system for reducing vibration of motion-enabled chairs	D-BOX TECHNOLOGIES INC.
6585515		9642756	Multi-sense home entertainment chair transducer system	D-BOX TECHNOLOGY INC.
6659773	20010036868	9754088	Motion transducer system	D-BOX TECHNOLOGY INC.
6662560	20010017482	9754089	Motion transducer efficient for small amplitude	D-BOX TECHNOLOGY

			movements	INC.
8468280	20080104289	11876471	Audio interface for controlling a motion platform	D-BOX TECHNOLOGY INC.
8608475	20040229192	10844460	Motion simulator and method	D-BOX TECHNOLOGY INC.

Copyrights

None.