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2022/10/12

285 - 22

NORTON ROSE FULBRIGHT

October 12, 2022

OPIC-CIPO D004008813

SENT BY FAX

The Registrar
 Industry Canada
 Trade Marks Office
 Phase I, Place du Portage
 50 Victoria Street
 Hull, Quebec K1A 0C9

Norton Rose Fulbright Canada LLP
 222 Bay Street, Suite 3000, P.O. Box 53
 Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
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Rebecca Roque
 +1 416.216.2969
 rebecca.roque@nortonrosefulbright.com

Our reference
 1001217564

Dear Sir/Madam:

HRA Group Holdings Ltd., Crossworks Manufacturing Ltd., Wallace Holdings Ltd., 536331 B.C. Ltd., H.R.A.U.S.A. Ltd., WorldWide Diamond Trademarks Ltd., and Dialog Solutions Inc. (collectively, the Grantors)

Notice is hereby given that pursuant to an Intellectual Property Security Agreement made by the Grantors in favour of Royal Bank of Canada, as lender (the **Lender**) dated October 11, 2022, the Grantors granted a security interest to and in favour of the Lender in the trademarks described in Schedule "A" hereto, as security for the payment to the Lender of any and all indebtedness from time to time of the Grantors to the Lender.

Addresses of the Grantors:

Address of the Lender:

Crossworks Manufacturing Ltd.
 1066 West Hastings Street, Suite 2160
 Vancouver, BC V6E3X1

Royal Bank of Canada
 200 Bay Street, Royal Bank Plaza, 13th Floor
 Toronto, ON M5J 2J5

Worldwide Diamond Trademarks Ltd.
Dialog Solutions Inc.
 1501- 3777 Kingsway
 Burnaby, BC V5H3Z7

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

Rebecca Roque
 Law Clerk
 RR/
 Enclosures

CAN_DMS:\148273171\1

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Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com



SCHEDULE "A"

Owner	Trademark	Appl/Reg No.	Appl/Reg. Date
Crossworks Manufacturing Ltd.	VICTOR DIAMONDS	TMA801887	2011-07-11
Crossworks Manufacturing Ltd.	WE ARE DIAMOND	2197077	2022-07-11
WorldWide Diamond Trademarks Ltd.	IDEAL CUSHION	TMA899029	2015-03-18
WorldWide Diamond Trademarks Ltd.	IDEAL SQUARE	TMA967533	2017-04-05
WorldWide Diamond Trademarks Ltd.	IDEAL SQUARE & Design	TMA967520	2017-04-05
WorldWide Diamond Trademarks Ltd.	IDEAL HEART	TMA1003318	2018-08-22
WorldWide Diamond Trademarks Ltd.	IDEAL OVAL	TMA1005489	2018-09-25
WorldWide Diamond Trademarks Ltd.	Miscellaneous Design	2011066	2020-02-11
WorldWide Diamond Trademarks Ltd.	NWT DIAMOND AND JEWELLERY CENTRE & Design	2095575	2021-03-29
WorldWide Diamond Trademarks Limited	DIAMOND; FLAG; Design	TMA563497	2002-06-17
WorldWide Diamond Trademarks Limited	GLACIER FIRE	TMA593800	2003-11-03
WorldWide Diamond Trademarks Limited	IKUMA	TMA577067	2003-03-06
WorldWide Diamond Trademarks Limited	DIAMOND design	TMA607880	2004-04-16
WorldWide Diamond Trademarks Limited	NORTHERN LIGHT DIAMONDS	TMA691912	2007-07-12
WorldWide Diamond Trademarks Limited	ARCTIC CIRCLE & Circle Design	TMA736029	2009-03-10
WorldWide Diamond Trademarks Limited	LOVE ROCKS	TMA737815	2009-04-09
WorldWide Diamond Trademarks Limited	Diamond Design	TMA755527	2009-12-17
WorldWide Diamond Trademarks	CANADIAN ROCKS	TMA816872	2012-02-03

Limited	& Design		
WorldWide Diamond Trademarks Limited	IDEAL2 EVOLUTION OF PERFECTION & Design	TMA807383	2011-09-22
WorldWide Diamond Trademarks Limited	THE LIGHT WITHIN	2119235	2021-07-07
WorldWide Diamond Trademarks Limited	ERETICA	2127864	2021-08-18
WorldWide Diamond Trademarks Limited	SEIZE THE LIGHT	2150480	2021-11-30
Dialog Solutions Inc.	THE WORLD'S FIRST DIAMOND SUBSCRIPTION SERVICE	2119234	2021-08-18
Dialog Solutions Inc.	DIALOG	TMA1011486	2018-12-18

Execution version

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of October 11, 2022 between HRA Group Holdings Ltd., Crossworks Manufacturing Ltd., Wallace Holdings Ltd., 536331 B.C. Ltd., H.R.A.U.S.A. Ltd., WorldWide Diamond Trademarks Ltd., and Dialog Solutions Inc. (the **Grantors**) and Royal Bank of Canada, as lender (the **Lender**).

WITNESSETH:

WHEREAS, the Grantors have entered into a Canadian Security Agreement with the Lender dated as of the date hereof (as each such agreement may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**), and pursuant to the Security Agreement, the Grantors have granted to the Lender a security interest in substantially all of the Grantors' personal property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, the Grantors have agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantors and the Lender agree as follows:

1. **Grant of Security.** The Grantors hereby grants to the Lender a security interest in and to all of the Grantors' rights, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications and industrial designs; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto, as Schedule B may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all re-

newals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule C hereto, as Schedule C may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantors to the Lender from time to time (the **Copyrights**).

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment and performance of all Obligations (as such term is defined in the Security Agreement).

3. Recordation. The Grantors authorize that this Agreement be recorded at the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantors hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Lender 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.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein, without regard to conflict of laws principles.

6. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means of an originally executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

[Signatures follow]

IN WITNESS WHEREOF the Grantors and the Lender have executed and delivered this Agreement as of the date first above written.

GRANTORS:

HRA GROUP HOLDINGS LTD.

By: [Signature]
Name: Uri Ariel
Title: Director

By: _____
Name:
Title:

CROSSWORKS MANUFACTURING LTD.

By: [Signature]
Name: Uri Ariel
Title: Director

By: _____
Name:
Title:

WALLACE HOLDINGS LTD.

By: [Signature]
Name: Uri Ariel
Title: Director

By: _____
Name:
Title:

Grantors Signature Page 1 of 2 to Intellectual Property Security Agreement

536331 B.C. LTD.

By:



Name: Hov Arie
Title: Director

By:

Name:
Title:

WORLDWIDE DIAMOND TRADEMARKS LTD.

By:



Name: Ori Arie
Title: Director

By:

Name:
Title:

DIALOG SOLUTIONS INC.

By:


Name: Aaron Arie
Title: Director

By:

Name:
Title:

Grantors Signature Page 2 of 2 to Intellectual Property Security Agreement

536331 B.C. LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

WORLDWIDE DIAMOND TRADEMARKS LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

DIALOG SOLUTIONS INC.

By: _____
Name:
Title:

By: _____
Name:
Title:

H.R.A.U.S.A. LTD.

By: _____
Name: *W. H. A. U. S. A.*
Title: *resident*

By: _____
Name:
Title:

(Signature Page to Intellectual Property Security Agreement - H.R.A.U.S.A Ltd.)

Acknowledged and agreed:

LENDER:

ROYAL BANK OF CANADA,

Per:  _____

Edward Lynch
Managing Director, Corporate Client Group -
Asset Based Lending

(Signature Page to Canadian Intellectual Property Security Agreement - RBC)

SCHEDULE A
PATENTS AND PATENT APPLICATIONS

Patents

Owner	Trademark	Appl/Reg No.	Appl/Reg. Date
WorldWide Diamond Trademarks Ltd.	HEART SHAPED DIAMOND CUT HAVING HEARTS AND ARROWS PATTERN	2686339	2014-12-09
WorldWide Diamond Trademarks Ltd.	DECAGONAL SHAPED DIAMOND WHICH DISPLAYS HEARTS AND ARROWS PATTERN	2737469	2014-11-25
WorldWide Diamond Trademarks Ltd.	MODIFIED PRINCESS CUT DIAMOND HAVING HEARTS AND ARROWS PATTERN AND METHOD	2805441	2015-04-14
WorldWide Diamond Trademarks Ltd.	DECAGONAL SHAPED DIAMOND WHICH DISPLAYS HEARTS AND ARROWS PATTERN	2863529	2014-09-15

Industrial design

Owner	Trademark	Appl/Reg No.	Appl/Reg. Date
WorldWide Diamond Trademarks Ltd.	MODIFIED OVAL SHAPED GEMSTONE	161534	2015-10-20
WorldWide Diamond Trademarks Ltd.	OVAL SHAPED GEMSTONE	161533	2015-10-20
WorldWide Diamond Trademarks Ltd.	GEMSTONE	151257	2014-04-10
WorldWide Diamond Trademarks Ltd.	FLOWER PRINCESS SHAPED DIAMOND	152078	2014-04-10

SCHEDULE B**TRADEMARKS AND TRADEMARK APPLICATIONS****Trademarks**

Owner	Trademark	Appl/Reg No.	Appl/Reg. Date
Crossworks Manufacturing Ltd.	VICTOR DIAMONDS	TMA801887	2011-07-11
Crossworks Manufacturing Ltd.	WE ARE DIAMOND	2197077	2022-07-11
WorldWide Diamond Trademarks Ltd.	IDEAL CUSHION	TMA899029	2015-03-18
WorldWide Diamond Trademarks Ltd.	IDEAL SQUARE	TMA967533	2017-04-05
WorldWide Diamond Trademarks Ltd.	IDEAL SQUARE & Design	TMA967520	2017-04-05
WorldWide Diamond Trademarks Ltd.	IDEAL HEART	TMA1003318	2018-08-22
WorldWide Diamond Trademarks Ltd.	IDEAL OVAL	TMA1005489	2018-09-25
WorldWide Diamond Trademarks Ltd.	Miscellaneous Design	2011066	2020-02-11
WorldWide Diamond Trademarks Ltd.	NWT DIAMOND AND JEWELLERY CENTRE & Design	2095575	2021-03-29
WorldWide Diamond Trademarks Limited	DIAMOND; FLAG; Design	TMA563497	2002-06-17
WorldWide Diamond Trademarks Limited	GLACIER FIRE	TMA593800	2003-11-03
WorldWide Diamond Trademarks Limited	IKUMA	TMA577067	2003-03-06
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WorldWide Diamond Trademarks Limited	ARCTIC CIRCLE & Circle Design	TMA736029	2009-03-10
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Limited	& Design		
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WorldWide Diamond Trademarks Limited	ERETICA	2127864	2021-08-18
WorldWide Diamond Trademarks Limited	SEIZE THE LIGHT	2150480	2021-11-30
Dialog Solutions Inc.	THE WORLD'S FIRST DIAMOND SUBSCRIPTION SERVICE	2119234	2021-08-18
Dialog Solutions Inc.	DIALOG	TMA1011486	2018-12-18

SCHEDULE C

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.



October 12, 2022

SENT BY FAX

The Registrar
Industry Canada
Trade Marks Office
Phase I, Place du Portage
50 Victoria Street
Hull, Quebec K1A 0C9

Norton Rose Fulbright Canada LLP
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Toronto, Ontario M5K 1E7 Canada

F: +1 416.216.3930
nortonrosefulbright.com

Rebecca Roque
+1 416.216.2969
rebecca.roque@nortonrosefulbright.com

Our reference
1001217564

Dear Sir/Madam:

HRA Group Holdings Ltd., Crossworks Manufacturing Ltd., Wallace Holdings Ltd., 536331 B.C. Ltd., H.R.A.U.S.A. Ltd., WorldWide Diamond Trademarks Ltd., and Dialog Solutions Inc. (collectively, the Grantors)

Further to an Intellectual Property Security Agreement made by the Grantors in favour of Royal Bank of Canada, as lender, dated October 11, 2022, please find enclosed the following documents:

1. Notice of Security Interest; and
2. Intellectual Property Security Agreement.

Yours very truly,

A handwritten signature in cursive script that reads "Rebecca Roque".

Rebecca Roque
Law Clerk

RR/
Enclosures

CAN_DMS: \148135938\1

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com