

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM366510

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
KLICK INC.		12/11/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	THE TORONTO-DOMINION BANK		
<b>Street Address:</b>	100 Wellington Street West, 26th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86330492	KATALYST	
<b>Serial Number:</b>	86330490	THE DECODED COMPANY	
<b>Serial Number:</b>	86330483	SENSEI LABS	
<b>Serial Number:</b>	86330506	DATA AS A SIXTH SENSE	
<b>Serial Number:</b>	86330504	INFORMED INTUITION	
<b>Serial Number:</b>	86330502	TECHNOLOGY AS A TRAINER	
<b>Serial Number:</b>	86330497	TECHNOLOGY AS A COACH	
<b>Serial Number:</b>	86330495	ENGINEERED ECOSYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	3145526000		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	One US Bank Plaza		
<b>Address Line 2:</b>	Thompson Coburn LLP		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		
<b>ATTORNEY DOCKET NUMBER:</b>	578109-151029		
<b>NAME OF SUBMITTER:</b>	Shoko Naruo		

CH \$215.00 86330492

<b>SIGNATURE:</b>	/sn/
<b>DATE SIGNED:</b>	12/18/2015
<b>Total Attachments: 5</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

## TRADEMARK SECURITY AGREEMENT

**TRADEMARK SECURITY AGREEMENT** (as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time, this "Agreement"), dated as of December 11, 2015, by KCLICK INC., a corporation incorporated under the laws of the Province of Ontario (the "Grantor"), in favor of THE TORONTO-DOMINION BANK, a Canadian chartered bank, as secured party (the "Bank").

### WITNESSETH:

A. Reference is made to that certain General Security Agreement dated as of April 30, 2014, by and among the Grantor and the Bank (as the same has been or may be amended, restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement").

B. This Agreement is made to secure the payment and performance of the Obligations (as defined in the Security Agreement). Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Security Agreement.

C. This Agreement is given pursuant to the Security Agreement, and each and every term and provision of the Security Agreement, including the rights, remedies, obligations, covenants, conditions, agreements, indemnities, representations and warranties of the parties therein, are hereby incorporated by reference herein as though set forth in full and shall be considered a part of this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees with the Bank as follows:

**SECTION 1. Grant of Security Interest.** As security for the prompt and complete payment and performance in full when due (whether at stated maturity, acceleration or otherwise) of all the Obligations, Grantor hereby grants to the Bank a security interest in and continuing lien, on its respective right, title and interest (but not its obligations) in, to and under all of the following, in each case, whether now held, owned or existing or hereafter acquired or arising, and wherever located: all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, all renewals of any of the foregoing, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including license royalties, income, payments, claims, damages, and proceeds of suit ("Trademarks"), including but not limited to those U.S. registered trademarks and applications listed on Exhibit A attached hereto and incorporated herein by this reference.

SECTION 2. Governing Document. This Agreement is governed by that certain Security Agreement, to which reference should be made for a full description of the rights and remedies of the Bank with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

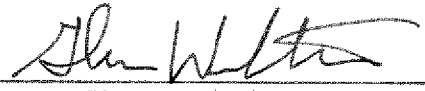
SECTION 3. Governing Law. NOTWITHSTANDING SECTION 1.06 OF THE SECURITY AGREEMENT, THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 4. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

*[Signatures appear on the next page.]*

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

KLICK INC., a corporation formed under the laws of the Province of Ontario, Canada, as Grantor

By:   
Name: Glen Webster  
Title: SVP, Finance

**ACCEPTED AND AGREED:**

THE TORONTO-DOMINION BANK,  
as the Bank

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

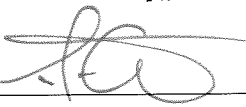
KLICK INC., a corporation formed under the laws of the Province of Ontario, Canada, as Grantor

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND AGREED:**

THE TORONTO-DOMINION BANK,  
as the Bank

By:  \_\_\_\_\_  
Name: Alex Boag  
Title: Senior Analyst  
National Accounts

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**U.S. TRADEMARK APPLICATIONS AND REGISTRATIONS**

<b>DESCRIPTION OF PATENT</b>	<b>FILED DATE</b>	<b>REGISTRATION NUMBER</b>	<b>APPLICATION NUMBER</b>
KATALYST	July 8, 2014	N/A	86330492
THE DECODED COMPANY	July 8, 2014	N/A	86330490
SENSEI LABS	July 8, 2014	N/A	86330483
DATA AS A SIXTH SENSE	July 8, 2014	4688378	86330506
INFORMED INTUITION	July 8, 2014	4688377	86330504
TECHNOLOGY AS A TRAINER	July 8, 2014	4688376	86330502
TECHNOLOGY AS A COACH	July 8, 2014	4688374	86330497
ENGINEERED ECOSYSTEMS	July 8, 2014	4688373	86330495