

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM414137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nexonia Technologies Inc.		01/30/2017	Corporation: CANADA
SpringAhead, Inc.		01/30/2017	Corporation: DELAWARE
ExpenseWatch, Inc.		01/30/2017	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Wells Fargo Capital Finance Corporation Canada, as Agent
<b>Street Address:</b>	c/o Wells Fargo Bank, N.A. One Boston Pl.
<b>Internal Address:</b>	20th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02108
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
<b>Registration Number:</b>	4395184	EXPENSEWATCH
<b>Registration Number:</b>	4395183	EXPENSEWATCH.COM
<b>Registration Number:</b>	4445180	SPEND WITH CONFIDENCE
<b>Registration Number:</b>	4594338	
<b>Registration Number:</b>	4514699	
<b>Registration Number:</b>	4473796	TALLIE
<b>Serial Number:</b>	86860328	NEXONIA
<b>Serial Number:</b>	86860324	NEXONIA
<b>Serial Number:</b>	86860334	NEXONIA
<b>Serial Number:</b>	86860337	NEXONIA
<b>Serial Number:</b>	86860349	NEXONIA
<b>Serial Number:</b>	86860346	NEXONIA
<b>Serial Number:</b>	86860358	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRAT
<b>Serial Number:</b>	86860354	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRAT
<b>Serial Number:</b>	86860368	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY
<b>Serial Number:</b>	86860372	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY

OP \$465.00 4395184

Property Type	Number	Word Mark
Serial Number:	86860378	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY
Serial Number:	86860363	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRAT

**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:** 3128637141  
**Email:** kristen.lange@goldbergkohn.com  
**Correspondent Name:** Kristen N. Lange, Paralegal  
**Address Line 1:** c/o Goldberg Kohn Ltd. 55 E. Monroe St.  
**Address Line 2:** Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

<b>ATTORNEY DOCKET NUMBER:</b>	1989.511
<b>NAME OF SUBMITTER:</b>	Kristen N. Lange
<b>SIGNATURE:</b>	/kristenlange/
<b>DATE SIGNED:</b>	01/30/2017

**Total Attachments: 8**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of January , 2017, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("Wells Fargo"), in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of January 30, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among Nexonia Holdings Inc., a British Columbia corporation ("Nexonia Borrower"), SpringAhead, Inc., a Delaware corporation ("SpringAhead"; together with Nexonia Borrower each individually, a "Borrower" and collectively, "Borrowers"), the lenders from time to time party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain US Guaranty and Security Agreement, dated as of January 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark

Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

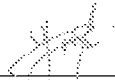
7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]


IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

**GRANTORS:**


**NEXONIA TECHNOLOGIES INC.**, a British Columbia corporation

By:   
Name: Hasan Askari  
Title: President

**SPRINGAHEAD, INC.**, a Delaware corporation

By:   
Name: Hasan Askari  
Title: President

**EXPENSEWATCH, INC.**, a Delaware corporation

By:   
Name: Hasan Askari  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**


**WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation

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

**ACCEPTED AND ACKNOWLEDGED BY:**

**AGENT:**


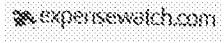
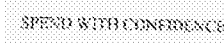




**WELLS FARGO CAPITAL FINANCE  
CORPORATION CANADA, an Ontario corporation**

By:   
Name: David Phillips  
Its Authorized Signatory

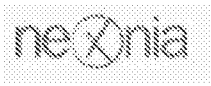


David G. Phillips  
Senior Vice President  
Credit Officer, Canada  
Wells Fargo Capital Finance  
Corporation Canada

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations/Applications**

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
ExpenseWatch Inc.	United States		4,395,184	September 3, 2013
ExpenseWatch Inc.	United States		4,395,183	September 3, 2013
ExpenseWatch Inc.	United States		4,445,180	December 3, 2013
ExpenseWatch Inc.	United States		4,594,338	August 26, 2014
ExpenseWatch Inc.	United States		4,514,699	April 15, 2014
SpringAhead, Inc.	United States		4,473,796	January 28, 2014
Nexonia Technologies Inc.	United States		Class 9: 86/860,328 Class 39: 86/860,324 Class 42: 86/860,334	December 29, 2015
Nexonia Technologies Inc.	United States	<b>Nexonia</b>	Class 9: 86/860,337 Class 39: 86/860,349 Class 42: 86/860,346	December 29, 2015



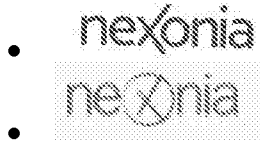
Nexonia Technologies Inc.	United States	“Delighted Customers. Unbeatable Integrations”	Class 9: 88/860,363 Class 39: 86/860,358 Class 42: 86/860,354	December 29, 2015
Nexonia Technologies Inc.	United States	“It’s our job to delight customers every day”	Class 9: 86,860,368 Class 39: 86,860,372 Class 42: 86,860,378	December 29, 2015
Nexonia Technologies Inc.	Canada		1759796	December 16, 2015
Nexonia Technologies Inc.	Canada	<b>Nexonia</b>	1758787	December 16, 2015
Nexonia Technologies Inc.	Canada	“It’s our job to delight customers every day”	1759791	December 16, 2015
Nexonia Technologies Inc.	Canada	“Delighted Customers. Unbeatable Integrations”	1759794	December 16, 2015
SpringAhead, Inc.	EU		13301387	February 2, 2015
SpringAhead, Inc.	Australia		1810223	January 11, 2017

**Trade Names**

None.

**Common Law Trademarks**

- Nexonia
- “The Face of ERP”
- “Time is Money. We save both.”
- “Product, Service. Yes.”
- “Delighted Customers. Unbeatable Integrations.”
- “Meet Your New Finance Team”
- nexonia.com



**Trademarks Not Currently In Use**

None.

**Trademark Licenses**

None.