

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449424

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
easyfinancial services Inc.		10/20/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	234 Simcoe Street, 3rd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5T 1T4		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	86615677	EASYFINANCIAL SERVICES	
Serial Number:	86235575	EASYFINANCIAL SERVICES	
Serial Number:	77012924	EASYFINANCIAL SERVICES	
CORRESPONDENCE DATA			
Fax Number:	4168632653		
<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:	4168632478		
Email:	dxl@blakes.com		
Correspondent Name:	Dori Walton		
Address Line 1:	BLAKE, CASSELS & GRAYDON LLP		
Address Line 2:	4000 - 199 Bay Street		
Address Line 4:	Toronto, CANADA M5L 1A9		
NAME OF SUBMITTER:	DORI WALTON		
SIGNATURE:	/DORI WALTON/		
DATE SIGNED:	11/02/2017		
Total Attachments: 10			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2017, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favour of **BANK OF MONTREAL**, in its capacity as administrative agent under the Loan Documents acting for and on behalf of itself and the Secured Parties (as defined below) (together with its successors and permitted assigns, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS pursuant to a Credit Agreement dated as of October 20, 2017, among goeasy Ltd., as borrower, the Administrative Agent, as administrative agent, the Lenders party thereto from time to time, as lenders, and others (as may be amended, restated, supplemented, renewed, replaced or otherwise modified from time to time, the “**Credit Agreement**”), the Lenders have agreed to extend certain credit facilities in favour of the Borrower subject to the terms and conditions set forth in the Credit Agreement;

AND WHEREAS each Grantor has entered into a general security agreement (each a “**Security Agreement**” and, collectively, the “**Security Agreements**”) in favour of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are conclusively acknowledged by each Grantor, each Grantor agrees and covenants with the Administrative Agent and the Secured Parties (as defined below) as follows:

1. Defined Terms.

Capitalized terms used herein without definition are used as defined in the Credit Agreement. In addition, in this Trademark Security Agreement, unless the context otherwise requires, the following words and expressions shall have the meanings set forth below:

“**Secured Parties**” means the Administrative Agent, each Lender (and their Affiliates), each other Person having obligations secured under the Loan Documents, and in each case each of their respective successors and assigns and “**Secured Party**” means each of them; and

“**Secured Obligations**” means all Obligations of the Grantor.

2. Grant of Security Interest in Trademark Collateral.

Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties an

Encumbrance on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its trade-marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers (collectively, “**Trademarks**”) and rights under any written agreement granting any right to use Trademarks, including, without limitation those Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the applicable Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the applicable Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the applicable Security Agreement, the provisions of the applicable Security Agreement shall control.

4. Grantor Remains Liable.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

5. Counterparts.

This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


6. Governing Law.

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with the Province of Ontario and the federal laws of Canada applicable therein.

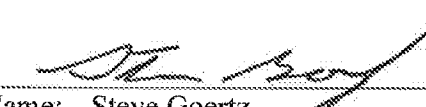
[Signature Pages Follow]

IN WITNESS WHEREOF, EACH GRANTOR HAS CAUSED THIS TRADEMARK SECURITY AGREEMENT TO BE EXECUTED AND DELIVERED BY ITS DULY AUTHORIZED OFFICER AS OF THE DATE FIRST SET FORTH ABOVE.

GOEASY LTD.

By: 
Name: Steve Goertz
Title: Executive Vice President & Chief Financial Officer

EASYFINANCIAL SERVICES INC.

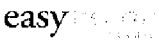
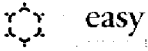


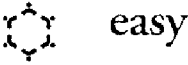
By: 
Name: Steve Goertz
Title: Executive Vice President & Chief Financial Officer

**SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT**


Trademark Applications and Registrations







GOEASY LTD.

Canada

Trade-mark	Status	Registered Owner
Prosper	Formalized (Pending) App 1820793 App 01-FEB-2017	goeasy Ltd 33 City Centre Dr Suite 510 Mississauga ONTARIO L5B 2N5
 EASYHOME GOEASY DESIGN	Formalized (Pending) App 1814031 App 13-DEC-2016	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 GOEASY COMMUNITY PROJECT & CIRCLE DESIGN	Searched (Pending) App 1795976 App 16-AUG-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 GOEASY COMMUNITY PROJECT & CIRCLE DESIGN (BW)	Searched (Pending) App 1795977 App 16-AUG-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 GOEASY & CIRCLE DESIGN (BW)	Searched (Pending) App 1795979 App 16-AUG-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 GOEASY & CIRCLE DESIGN	Searched (Pending) App 1795978 App 16-AUG-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
LEASE IT. LOVE IT. OWN IT.	Approved (Pending) App 1796075 App 16-AUG-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
easyloan	Allowed (Pending) App 1786734	goeasy Ltd. 33 City Centre Drive, Suite 510

Trade-mark	Status	Registered Owner
	App 13-JUN-2016	Mississauga ONTARIO L5B 2N5
EASYCREDIT	Default - search (Pending) App 1775681 App 05-APR-2016	GOEASY LTD. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 GOEASY LIVE YOUR LIFE DESIGN	Opposed (Pending) App 1745083 App 08-SEP-2015	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
LIVE YOUR LIFE	Opposed (Pending) App 1745084 App 08-SEP-2015	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
GOEASY LIVE YOUR LIFE	Opposed (Pending) App 1745082 App 08-SEP-2015	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
EASYOWN	Opposed (Pending) App 1676712 App 13-MAY-2014	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
GOEASY	Registered App 1676714 App 13-MAY-2014 Reg TMA966928 Reg 28-MAR-2017	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
EASYMORTGAGES	Allowed (Pending) App 1665271 App 25-FEB-2014	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
NORTH AMERICA'S LOWEST PAYMENT GUARANTEED... OR IT'S FREE!	Registered App 1517436 App 02-MAR-2011 Reg TMA818732 Reg 29-FEB-2012	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
LIVING MADE EASY	Registered App 1435538 App 22-APR-2009 Reg TMA768141 Reg 31-MAY-2010	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

Trade-mark	Status	Registered Owner
easyliving	Registered App 1435540 App 22-APR-2009 Reg TMA821521 Reg 04-APR-2012	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
EPIC	Registered App 1400400 App 19-JUN-2008 Reg TMA760984 Reg 05-MAR-2010	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
easyloan	Registered App 1378684 App 10-JAN-2008 Reg TMA939878 Reg 06-JUN-2016	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
A new way to look at buying	Registered App 1357179 App 25-JUL-2007 Reg TMA714317 Reg 14-MAY-2008	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
Get exactly what you want, for as long as you want	Registered App 1356298 App 19-JUL-2007 Reg TMA714319 Reg 14-MAY-2008	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
easydécor	Registered App 1336990 App 26-FEB-2007 Reg TMA733984 Reg 05-FEB-2009	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 EASYHOME & Design	Registered App 1196588 App 12-NOV-2003 Reg TMA626093 Reg 22-NOV-2004	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
EASYHOME	Registered App 1168393 App 17-FEB-2003 Reg TMA605260 Reg 16-MAR-2004	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
EASYHOME	Registered App 1160287 App 25-NOV-2002 Reg TMA603737 Reg 02-MAR-2004	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
RENTOWN	Registered App 1118853 App 19-OCT-2001	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga

Trade-mark	Status	Registered Owner
	Reg TMA582508 Reg 27-MAY-2003	ONTARIO L5B 2N5
 LOUER POUR ACHETER & DESIGN	Registered App 824767 App 01-OCT-1996 Reg TMA548378 Reg 19-JUL-2001	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RTO ENTERPRISES INC. & DESIGN	Registered App 824768 App 01-OCT-1996 Reg TMA541711 Reg 28-FEB-2001	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RTO CENTERS RENT TO OWN & DESIGN	Registered App 733381 App 21-JUL-1993 Reg TMA452106 Reg 22-DEC-1995	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENT TO OWN & DESIGN	Registered App 726713 App 13-APR-1993 Reg TMA466250 Reg 25-NOV-1996	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENTOWN & DESIGN	Registered App 686290 App 19-JUL-1991 Reg TMA410087 Reg 26-MAR-1993	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENTOWN & DESIGN	Registered App 643965 App 01-NOV-1989 Reg TMA416528 Reg 10-SEP-1993	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

U.S.

Trade-mark	Status	Registered Owner
LEASING MAKES IT EASY TO OWN WHAT YOU WANT	Registered App 77039266 App 08-NOV-2006 Reg 3757904 Reg 09-MAR-2010	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Dr Suite 510 Mississauga ONTARIO L5B 2N5
EASYHOME	Registered App 77012917 App 03-OCT-2006 Reg 3361304 Reg 01-JAN-2008	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

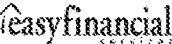
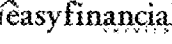
Trade-mark	Status	Registered Owner
EASYHOME	Registered App 77012908 App 03-OCT-2006 Reg 3361303 Reg 01-JAN-2008	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

EASYFINANCIAL SERVICES INC.

Canada

Trade-mark	Status	Registered Owner
 EASYFINANCIÈRE DESIGN	Formalized (Pending) App 1814029 App 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 EASYFINANCIÈRE DESIGN	Formalized (Pending) App 1814028 App 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 EASYFINANCIAL GOEASY DESIGN	Formalized (Pending) App 1814030 App 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 easyfinancial services & Design	Registered App 1302208 App 18-MAY-2006 Reg TMA714599 Reg 16-MAY-2008	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

U.S.

Trade-mark	Status	Registered Owner
EASYFINANCIAL SERVICES EASYFINANCIAL SERVICES	Registered App 86615677 App 30-APR-2015 Reg 5004560 Reg 19-JUL-2016	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510 MISSISSAUGA, ONTARIO
 EASYFINANCIAL SERVICES	Registered App 86235575 App 28-MAR-2014 Reg 5036945 Reg 06-SEP-2016	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510 MISSISSAUGA, ONTARIO, L5B2N5
 EASYFINANCIAL SERVICES	Registered App 77012924	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510

Trade-mark	Status	Registered Owner
EASYFINANCIAL SERVICES	App 03-OCT-2006 Reg 3585166 Reg 10-MAR-2009	MISSISSAUGA, ONTARIO, L5B2N5