

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM449420

<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>
easyhome Ltd.		10/20/2017	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	234 Simcoe Street, 3rd Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5T 1T4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77039266	LEASING MAKES IT EASY TO OWN WHAT YOU WA	
<b>Serial Number:</b>	77012917	EASYHOME	
<b>Serial Number:</b>	77012908	EASYHOME	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	416-863-2478		
<b>Email:</b>	dxl@blakes.com		
<b>Correspondent Name:</b>	Dori Walton		
<b>Address Line 1:</b>	4000 - 199 Bay Street		
<b>Address Line 4:</b>	Toronto, CANADA M5L 1A9		
<b>NAME OF SUBMITTER:</b>	DORI WALTON		
<b>SIGNATURE:</b>	/DORI WALTON/		
<b>DATE SIGNED:</b>	11/02/2017		
<b>Total Attachments: 10</b>			
source=Intellectual Property Security Agreement#page1.tif			
source=Intellectual Property Security Agreement#page2.tif			
source=Intellectual Property Security Agreement#page3.tif			
source=Intellectual Property Security Agreement#page4.tif			

OP \$90.00 77039266

source=Intellectual Property Security Agreement#page5.tif  
source=Intellectual Property Security Agreement#page6.tif  
source=Intellectual Property Security Agreement#page7.tif  
source=Intellectual Property Security Agreement#page8.tif  
source=Intellectual Property Security Agreement#page9.tif  
source=Intellectual Property Security Agreement#page10.tif

## 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

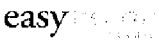
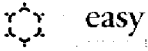


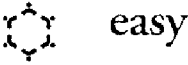
Title: Executive Vice President & Chief Financial Officer

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Applications and Registrations**


**GOEASY LTD.**







**Canada**

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

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



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

Trade-mark	Status	Registered Owner
	<b>Reg</b> TMA582508 <b>Reg</b> 27-MAY-2003	ONTARIO L5B 2N5
 LOUER POUR ACHETER & DESIGN	Registered <b>App</b> 824767 <b>App</b> 01-OCT-1996 <b>Reg</b> TMA548378 <b>Reg</b> 19-JUL-2001	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RTO ENTERPRISES INC. & DESIGN	Registered <b>App</b> 824768 <b>App</b> 01-OCT-1996 <b>Reg</b> TMA541711 <b>Reg</b> 28-FEB-2001	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RTO CENTERS RENT TO OWN & DESIGN	Registered <b>App</b> 733381 <b>App</b> 21-JUL-1993 <b>Reg</b> TMA452106 <b>Reg</b> 22-DEC-1995	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENT TO OWN & DESIGN	Registered <b>App</b> 726713 <b>App</b> 13-APR-1993 <b>Reg</b> TMA466250 <b>Reg</b> 25-NOV-1996	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENTOWN & DESIGN	Registered <b>App</b> 686290 <b>App</b> 19-JUL-1991 <b>Reg</b> TMA410087 <b>Reg</b> 26-MAR-1993	goeasy Ltd. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 RENTOWN & DESIGN	Registered <b>App</b> 643965 <b>App</b> 01-NOV-1989 <b>Reg</b> TMA416528 <b>Reg</b> 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 <b>App</b> 77039266 <b>App</b> 08-NOV-2006 <b>Reg</b> 3757904 <b>Reg</b> 09-MAR-2010	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Dr Suite 510 Mississauga ONTARIO L5B 2N5
EASYHOME	Registered <b>App</b> 77012917 <b>App</b> 03-OCT-2006 <b>Reg</b> 3361304 <b>Reg</b> 01-JAN-2008	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

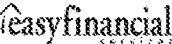
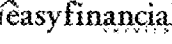
Trade-mark	Status	Registered Owner
EASYHOME	Registered <b>App</b> 77012908 <b>App</b> 03-OCT-2006 <b>Reg</b> 3361303 <b>Reg</b> 01-JAN-2008	easyhome Ltd (former name of goeasy Ltd.) 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5

## EASYFINANCIAL SERVICES INC.

### Canada

Trade-mark	Status	Registered Owner
 EASYFINANCIÈRE DESIGN	Formalized (Pending) <b>App</b> 1814029 <b>App</b> 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 EASYFINANCIÈRE DESIGN	Formalized (Pending) <b>App</b> 1814028 <b>App</b> 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 EASYFINANCIAL GOEASY DESIGN	Formalized (Pending) <b>App</b> 1814030 <b>App</b> 13-DEC-2016	easyfinancial services Inc. 33 City Centre Drive, Suite 510 Mississauga ONTARIO L5B 2N5
 easyfinancial services & Design	Registered <b>App</b> 1302208 <b>App</b> 18-MAY-2006 <b>Reg</b> TMA714599 <b>Reg</b> 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 <b>App</b> 86615677 <b>App</b> 30-APR-2015 <b>Reg</b> 5004560 <b>Reg</b> 19-JUL-2016	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510 MISSISSAUGA, ONTARIO
 EASYFINANCIAL SERVICES	Registered <b>App</b> 86235575 <b>App</b> 28-MAR-2014 <b>Reg</b> 5036945 <b>Reg</b> 06-SEP-2016	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510 MISSISSAUGA, ONTARIO, L5B2N5
 EASYFINANCIAL SERVICES	Registered <b>App</b> 77012924	EASYFINANCIAL SERVICES INC. 33 CITY CENTRE DRIVE, SUITE 510

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