

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457408

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment and Assumption of Security Interests		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WF Fund V Limited Partnership, C/O/B/ as Wellington Financial LP and Wellington Financial Fund V		01/05/2018	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	199 Bay Street, 11th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 71</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4903539	GRID ENGINE	
<b>Registration Number:</b>	3124668	UNIVA	
<b>Registration Number:</b>	3146533	UNIVA	
<b>Registration Number:</b>	3732505	UNICLUSTER	
<b>Registration Number:</b>	4309772	NANOSLIM	
<b>Registration Number:</b>	4278188	NANOFLEX	
<b>Registration Number:</b>	3992752	NANOLUMENS	
<b>Registration Number:</b>	4166710	SALSA	
<b>Registration Number:</b>	4160136	SALSA LABS	
<b>Registration Number:</b>	4166713	SALSA MARKET	
<b>Registration Number:</b>	4166714	INGREDIENTS FOR ORGANIZING	
<b>Registration Number:</b>	4166715		
<b>Registration Number:</b>	4166719		
<b>Registration Number:</b>	4166865	MYSALSA	
<b>Registration Number:</b>	4197085	SALSASCRIP	
<b>Registration Number:</b>	3465092	WIRED FOR CHANGE	
<b>Registration Number:</b>	4659046	FILMTRACK	
<b>Registration Number:</b>	3389043	FILMTRACK	

OP \$1790.00 4903539

Property Type	Number	Word Mark
Registration Number:	4400423	DASHBOX
Registration Number:	3802926	SPARKBUILD
Registration Number:	2917954	ELECTRIC CLOUD
Registration Number:	2968099	ELECTRIC MAKE
Registration Number:	3206947	ELECTRICINSIGHT
Registration Number:	3320939	ELECTRICACCELERATOR
Registration Number:	3332746	ELECTRICCOMMANDER
Registration Number:	4463525	ELECTRICDEPLOY
Registration Number:	4791508	ELECTRICFLOW
Registration Number:	4778534	ELECTRICACCELERATOR HUDDLE
Registration Number:	3520343	EXARI
Registration Number:	3520512	
Registration Number:	4686960	ROUNDTRIP
Registration Number:	4686961	ROUNDTRIPPING
Registration Number:	4156431	ADSENSA
Registration Number:	3847076	WORDSENSA
Registration Number:	3686128	WORDSENSA
Registration Number:	3586511	GOODDATA
Registration Number:	4891958	G
Registration Number:	4487278	AMPLET
Registration Number:	4863744	UNIFIED SOCIAL
Registration Number:	4330511	TIGERTEXT
Registration Number:	4228158	SOXTEXT
Registration Number:	4512835	FAST DEPLOY
Registration Number:	4721864	WORK SECURELY
Registration Number:	5159208	TIGERCONNECT
Registration Number:	5121291	ROLES
Registration Number:	3786886	CARECLOUD
Registration Number:	4316560	CARECLOUD
Registration Number:	4337694	CARECLOUD
Registration Number:	4316563	CARECLOUD
Registration Number:	4337695	CARECLOUD
Registration Number:	4316571	CARECLOUD
Registration Number:	4882592	CONVERSICA
Registration Number:	1890883	THE PERFECT HEDGE
Registration Number:	2018596	FINANCIALCAD
Registration Number:	2582465	FINCAD
Registration Number:	3990360	FAIR VALUE INSIGHT

Property Type	Number	Word Mark
Registration Number:	4120653	QUICKMOBILE
Serial Number:	85333327	SALSA INTERNATIONAL
Serial Number:	85333328	SALSA LIBRE
Serial Number:	86586116	UNIVERSAL ALGORITHMIC DIFFERENTIATION
Serial Number:	86149407	ROUNDTRIP
Serial Number:	86149403	ROUNDTRIPPING
Serial Number:	85751675	AWE.SM
Serial Number:	86902280	UNIFIED ENTERPRISES
Serial Number:	86910064	DATA, TOGETHER
Serial Number:	85359025	HIPAA TEXT
Serial Number:	87212475	TIGERFLOW
Serial Number:	86396830	AVA.AI
Serial Number:	86750323	FINCAD
Registration Number:	4316566	CARECLOUD
Registration Number:	4313832	NANOSHAPES

**CORRESPONDENCE DATA**

Fax Number: 4168657380

*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: 4168657697

Email: jkkim@torys.com

Correspondent Name: Torys LLP

Address Line 1: 79 Wellington St. W.

Address Line 2: 30th floor, PO Box 270

Address Line 4: Toronto, CANADA M5K1N2

NAME OF SUBMITTER:	Julie Kim
SIGNATURE:	/Julie Kim/
DATE SIGNED:	01/09/2018

**Total Attachments: 4**

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## ASSIGNMENT AND ASSUMPTION AGREEMENT

**THIS AGREEMENT** made as of the 5th day of January, 2018.

**BETWEEN:**

**WF FUND V LIMITED PARTNERSHIP**, a limited partnership formed under the laws of the Province of Manitoba, c/o/b as **WELLINGTON FINANCIAL LP** and **WELLINGTON FINANCIAL FUND V**

(the “**Seller**”)

**AND:**

**CANADIAN IMPERIAL BANK OF COMMERCE**, a chartered bank existing under the laws of Canada

(the “**Purchaser**”)

**WHEREAS** the Seller, GP WF Fund V Limited Partnership, the Purchaser, Clairvest Group Inc., Mark R. McQueen, F. Mark Usher, the McQueen Family Trust 2015, WF Fund Contributors Trust and 2177995 Ontario Limited are parties to an asset purchase agreement dated January 5, 2018, as the same may be amended or modified by the parties thereto (the “**Purchase Agreement**”) pursuant to which the Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Seller the Purchased Loan Assets (as defined in the Purchase Agreement) and to assume the Assumed Liabilities (as defined in the Purchase Agreement), on the terms and subject to the conditions set out in the Purchase Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the respective covenants, representations and warranties of the parties to the Purchase Agreement contained in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Agreement have the meanings set out in the Purchase Agreement.
2. **Conveyance of Purchased Assets.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Seller hereby absolutely and irrevocably sells, assigns, transfers, sets over and conveys to the Purchaser free and clear of all Liens other than Permitted Liens, all of the Seller’s right (including rights of use), title and interest in and to the Purchased Loan Assets, which for certainty includes all security interests held by Seller, including in respect of intellectual property.
3. **Assignment and Assumption of Assumed Liabilities.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Purchaser

hereby (a) accepts assignment and transfer of the Purchased Loan Assets, and (b) assumes in full and agrees to pay when due and be liable for, and perform and discharge in full all of the Seller's Assumed Liabilities (but specifically excluding any Excluded Liabilities).

4. **Severability.** If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of this Agreement.

5. **Enurement.** This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. **Governing Law.** This Agreement will in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Ontario and the federal laws of Canada applicable in Ontario.

7. **Counterparts.** This Agreement may be executed in separate counterparts and may be delivered originally or electronically, and each such counterpart will be deemed to be an original, all of which taken together will be deemed to constitute one and the same original document.

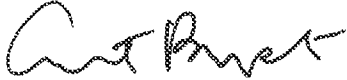
8. **Entire Agreement and Paramountcy.** This Agreement, the Purchase Agreement, the other Transaction Documents and the Business Assets APA, contain the entire agreement of the Parties with regard to the assignment and assumption set forth herein. This Agreement is entered into pursuant to the terms of the Purchase Agreement and is not in derogation of any of the rights or obligations which the Parties have under the Purchase Agreement and is not intended to modify any rights, benefits or obligations of the Parties thereunder. To the extent there is a conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern. For the avoidance of doubt, any and all claims in respect of the matters in any such agreement shall be governed by, and solely in accordance with, the Purchase Agreement.

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

Witness:

WF FUND V LIMITED PARTNERSHIP,  
c/o/b/ as WELLINGTON FINANCIAL  
LP and WELLINGTON FINANCIAL  
FUND V, by its general partner GP WF  
FUND V LIMITED PARTNERSHIP, by  
its general partner 2177995 ONTARIO  
LIMITED



Name:

Amit Rajput

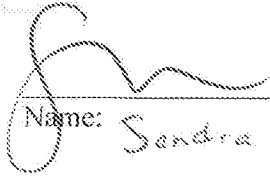
By:

Name:

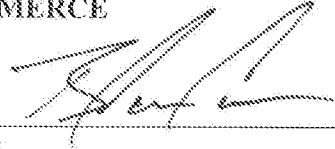
Title:

Deputy

Witness:

  
Name: Sandra Jacobelli

CANADIAN IMPERIAL BANK OF  
COMMERCE

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

*[Signature Page to the Assignment and Assumption Agreement for the Purchased Loan Assets]*