

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486686

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Changepoint Canada ULC		07/06/2018	Unlimited Liability Company: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance		
Street Address:	2450 Colorado Avenue, Suite 3000 West		
City:	Santa Monica		
State/Country:	CALIFORNIA		
Postal Code:	90404		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2481092	CHANGEPOINT	
Serial Number:	87054969	THINK SHAPE DO	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<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:	202.739.3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	058438-14-0716		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	08/20/2018		
Total Attachments: 8			
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TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Canadian Trademark Security Agreement”) is made this 6th day of July, 2018, by and among the Grantor listed on the signature pages hereof (“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 permitted successors and assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 6, 2018 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among **CHANGEPOINT B.V.**, a private company with limited liability incorporated under the laws of the Netherlands and registered with the Dutch trade register under number 59759577 (“Parent”), and **CHANGEPOINT CANADA ULC**, an unlimited liability company incorporated under the laws of British Columbia (“Changepoint” and, together with any other Person that joins the Credit Agreement as a Borrower in accordance with the terms thereof, each individually, a “Borrower”, and individually and collectively, jointly and severally, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its permitted successors and assigns, is referred to hereinafter as a “Lender”), 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 Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of July 6, 2018 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Canadian Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Canadian 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, 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 Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

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 Grantor's Secured Obligations, a continuing security interest (referred to in this Canadian Trademark Security Agreement as the "Security Interest") in all of 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 including those referred to on Schedule I and all Trademark Intellectual Property Licenses to which it is a party;

(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 PPSA) of the foregoing, including any claim by 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; provided, however, the Trademark Collateral shall not include any Excluded Collateral.

Notwithstanding anything to the contrary set out herein, the grant by Grantor of security in trademarks (as defined in the Trademarks Act (Canada)) under this Agreement or the Canadian Guarantee and Security Agreement shall be limited to a grant by Grantor of a security interest in all of Grantor's right, title and interest in such trade-marks.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of Grantor's Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor 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 Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian 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 Canadian Guarantee and Security Agreement. 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 Canadian Guarantee 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 Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantor hereby authorizes Agent unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new Trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Canadian 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 Canadian Trademark Security Agreement is a Loan Document. This Canadian 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 Canadian Trademark Security Agreement. Delivery of an executed counterpart of this Canadian 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 Canadian Trademark Security Agreement. Any party delivering an executed counterpart of this Canadian Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS CANADIAN 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 26 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGES FOLLOW]

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

GRANTOR:

CHANGEPOINT CANADA ULC, an
unlimited liability company incorporated under
the laws of British Columbia

By: 
Name: Scott Mahan
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, an Ontario
corporation

By: 

Name: Katherine M. Kilbourne
Title: Executive Vice President and
Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006418 FRAME: 0860

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
Trademark Registrations/Applications

Grantor	Owner	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4 Canada	Canada	CHANGEPOINT	TMA487867	01/20/1998
Changepoint Canada ULC	Changepoint Canada ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	European Union	CHANGEPOINT	578,641	03/22/1999
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	USA	CHANGEPOINT	2,481,092	08/28/2001
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	Australia	THINK SHAPE DO	1,758,390	07/22/2016
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario	Brazil	THINK SHAPE DO	(911,510,575)	(08/19/2016)

Grantor	Owner	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
	L4B 4N4, Canada				
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	Brazil	THINK SHAPE DO	(911,510,745)	(08/19/2016)
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	Canada	THINK SHAPE DO	(1,792,661)	(07/21/2016)
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	European Union	THINK SHAPE DO	15,705,452	12/06/2016
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	India	THINK SHAPE DO	1548528	5/11/2017
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	Mexico	THINK SHAPE DO	1694402	11/14/2016

Grantor	Owner	Country	Mark	(Application)/ Registration No.	(App)/Reg Date
	Canada				
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	Mexico	THINK SHAPE DO	1776820	07/20/2017
Changepoint Canada ULC	Changepoint (Canada) ULC, with an address at 30 Leek Crescent, Suite 300, Richmond Hill, Ontario L4B 4N4, Canada	USA	THINK SHAPE DO	(87/054,969)	(05/31/2016)

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None

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