

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM489261

<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>
Tier1CRM Inc.		08/30/2018	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada		
<b>Street Address:</b>	260 East Beaver Creek Road, Suite 201		
<b>Internal Address:</b>	Richmond Hill		
<b>City:</b>	Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4B 3M3		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3716278	TIER1CRM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 4900		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William Bartow		
<b>SIGNATURE:</b>	/william bartow/		
<b>DATE SIGNED:</b>	09/10/2018		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 30, 2018 (the "Effective Date"), by and between Tier1CRM Inc., a corporation amalgamated under the laws of Ontario ("Debtor" or "Grantor"), in favor of Royal Bank of Canada ("Secured Party" or "Grantee"). For convenience, Grantor and Grantee may be referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Grantor and Grantee have entered into that certain General Security Agreement, dated as of August 30, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor has granted to Grantee, for its benefit, a security interest in Grantor's Collateral (as that term is defined in the Security Agreement), including the Grantor's trademark registration set forth in Exhibit A attached hereto, and any other trademark applications and registrations owned by or hereafter acquired by Grantor (the "Secured Trademarks"), to secure the payment and performance of the Obligations under the Security Agreement. Capitalized terms used herein, but not defined herein, shall have the meanings ascribed to such terms in the Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration contained herein and in the Security Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

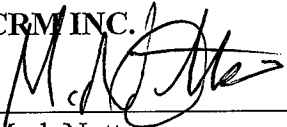
1. Security Agreement. In the event of a conflict between a provision of the Security Agreement and a provision of this Agreement, the provision of the Security Agreement shall control.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Security Agreement), Grantor hereby grants to Grantee, and hereby reaffirms its grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Secured Trademarks, together with any reissues, continuations or extensions thereof.
3. Governing Law. This Agreement is governed by, and construed in accordance with, the laws of the Province of Ontario, and the Grantor submits to the non-exclusive jurisdiction of the courts of Ontario concerning this Security Agreement.
4. Severability. Each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this Agreement is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this Agreement shall remain in full force and effect.
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. This Agreement may not be amended except by an instrument in writing signed by each of the Parties hereto.


*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**GRANTOR:**

**TIER1CRM INC.**

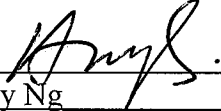
By:   
Name: Mark Notten  
Its: President

By:   
Name: Phil Dias  
Its: Chief Operating Officer

I/We have authority to bind the Grantor

**GRANTEE:**

**ROYAL BANK OF CANADA**

By:   
Name: Amy Ng  
Its: Senior Account Manager

GRANTEE:

ROYAL BANK OF CANADA

By: \_\_\_\_\_

Name: Amy Ng

Its: Senior Account Manager

**EXHIBIT A**

COUNTRY	TITLE	APP. NO.	FILING DATE	REG. NO.	REG. DATE	STATUS
US	First Use 5-16-2008; in Commerce 6-2-2008 For: Providing temporary use of non-downloadable software for customer relationship management via the internet, in class 42 (USCLS. 100 and 101)	77/505,045	6/23/2008	3,716,278	11/24/2009	Registered