

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM512031

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NEXONIA TECHNOLOGIES INC.		02/28/2019	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	MONROE CAPITAL MANAGEMENT ADVISORS, LLC		
Street Address:	311 SOUTH WACKER DRIVE, SUITE 6400		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	86860378	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY	
Serial Number:	86860372	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY	
Serial Number:	86860358	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRAT	
Serial Number:	86860354	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRAT	
Serial Number:	86860349	NEXONIA	
Serial Number:	86860346	NEXONIA	
Serial Number:	86860337	NEXONIA	
Serial Number:	86860334	NEXONIA	
Serial Number:	86860328	NEXONIA	
CORRESPONDENCE DATA			
Fax Number:	7146686355		
<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:	(714)668-6255		
Email:	sunnyelee@paulhastings.com		
Correspondent Name:	Sunny E. Lee		
Address Line 1:	695 Town Center Drive, 17th Floor		
Address Line 2:	PAUL HASTINGS LLP		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		

CH \$240.00 86860378

ATTORNEY DOCKET NUMBER:	95247-28 Pesavento
NAME OF SUBMITTER:	Sunny E. Lee
SIGNATURE:	/s/ Sunny E. Lee
DATE SIGNED:	02/28/2019

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 28 day of February, 2019, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and **MONROE CAPITAL MANAGEMENT ADVISORS, LLC**, in its capacity as agent for the Lender Group and the Bank Product Providers (in such capacity, together with its successors and assigns in such capacity, “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of February 28, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and permitted assigns, is referred to hereinafter as a “Lender”), Agent, **CHARGER INTERMEDIATECO, INC.**, a Delaware corporation (“Parent”), **CHARGER ACQUISITIONCO, INC.**, a Delaware corporation (“Holdings”), **W CHARGER MERGER SUB, LLC**, a Delaware limited liability company (“Merger Sub”), as a Borrower prior to consummation of the Closing Date Acquisition, **CHROME RIVER TECHNOLOGIES, INC.**, a Delaware corporation (“Chrome River”), as a Borrower and successor-in-interest to Merger Sub immediately after the consummation of the Closing Date Acquisition (Chrome River, together with Merger Sub, the “Chrome River Borrower”), and **CERTIFY, INC.**, a Delaware corporation (“Certify Borrower”; together with Chrome River Borrower, are referred to hereinafter each individually as a “Borrower” and individually and collectively, jointly and severally, as “Borrowers”), 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 Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Canadian Guaranty and Security Agreement, dated as of February 28, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Canadian Guaranty and Security Agreement”); and

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

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, collaterally assigns, and pledges to Agent, for the benefit each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations (whether now existing or hereafter arising), a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such 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 and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(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 such 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.

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

4. CONTINUING SECURITY INTEREST; ASSIGNMENT UNDER CREDIT AGREEMENT. This Trademark Security Agreement shall be subject to the provisions regarding continuing security interest and assignment under the Credit Agreement set forth in Section 23 of the Canadian Guaranty and Security Agreement, and such provisions are incorporated herein by this reference, *mutatis mutandis*.

5. SECURITY AGREEMENT. The Security Interest granted pursuant to this 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 Guaranty and Security Agreement. Each 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 Guaranty 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 Trademark Security Agreement and the Canadian Guaranty and Security Agreement, the Canadian Guaranty and Security Agreement shall control.

6. NOTICE OF SECURITY INTEREST IN IP. Each Grantor shall execute and deliver to Agent the Notice of Security Interest in IP attached hereto as Exhibit I in order for Agent to register its Security Interest in respect of the Trademark Collateral with the Canadian Intellectual Property Office.

7. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this 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.

8. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This 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 Trademark Security Agreement. Delivery of an executed counterpart of this 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 Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

9. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS 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 25 OF THE CANADIAN GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[Signature Page Follows.]

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

GRANTORS:

NEXONIA TECHNOLOGIES INC.

Per: _____

By: _____

Name: Hasan Askari

Title: President

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**

By: _____

Name: _____

Title: _____

[Signature Page to Trademark Security Agreement]

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

GRANTORS:

NEXONIA TECHNOLOGIES INC.

Per: _____
By:
Name:
Title:

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

**MONROE CAPITAL MANAGEMENT
ADVISORS, LLC**


By: 
Name: Jeffrey Cupples
Title: Managing Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006576 FRAME: 0841**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No. / Registration No.	Filing Date / Registration Date (Y/M/D)
Nexonia Technologies Inc. (formerly, Nexonia Inc.)	Canada	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRATIONS.	1759794	2015-12-16
			TMA972704	2017-06-06
Nexonia Technologies Inc. (formerly, Nexonia Inc.)	Canada	NEXONIA	1759787	2015-12-16
			TMA977673	2017-08-03
Nexonia Technologies Inc. (formerly, Nexonia Inc.)	Canada	NEXONIA & Design 	1759796	2015-12-16
			TMA991040	2018-02-21
Nexonia Technologies Inc. (formerly, Nexonia Inc.)	Canada	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY DAY.	1759791	2015-12-16
			TMA972720	2017-06-06
Nexonia Technologies Inc.	US	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY DAY.	86860378	2015-12-29
			5478186	2018-05-29
Nexonia Technologies Inc.	US	IT'S OUR JOB TO DELIGHT CUSTOMERS EVERY DAY.	86860372	2015-12-29
			5478185	2018-05-29
Nexonia Technologies Inc.	US	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRATIONS.	86860358	2015-12-29
			5352928	2017-12-12

Grantor	Country	Mark	Application No. / Registration No.	Filing Date / Registration Date (Y/M/D)
Nexonia Technologies Inc.	US	DELIGHTED CUSTOMERS. UNBEATABLE INTEGRATIONS.	86860354	2015-12-29
			5337857	2017-11-21
Nexonia Technologies Inc.	US	NEXONIA	86860349	2015-12-29
			5409907	2018-02-27
Nexonia Technologies Inc.	US	NEXONIA	86860346	2015-12-29
			5409906	2018-02-27
Nexonia Technologies Inc.	US	NEXONIA	86860337	2015-12-29
			5521949	2018-07-24
Nexonia Technologies Inc.	US	neXonia	86860334	2015-12-29
			5510671	2018-07-10
Nexonia Technologies Inc.	US	neXonia	86860328	2015-12-29
			5521948	2018-07-24

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

EXHIBIT I
to
TRADEMARK SECURITY AGREEMENT

NOTICE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

WHEREAS Nexonia Technologies Inc., a corporation organized under the laws of the Province of British Columbia whose full registered office address is 375 Water Street, Suite 680, Vancouver, BC V6B 5C6, Canada (“**Nexonia Technologies**”), Chrome River Technologies, Inc., a corporation organized under the laws of the State of California whose full address is 5757 Wilshire Blvd., Suite 565, Los Angeles CA (“**Chrome River**”) and SpringAhead, Inc., a corporation organized under the laws of the State of California whose full address is 525 and 533 2nd Street, San Francisco, CA 94107 (“**SpringAhead**”) (collectively, the “**Debtors**”) are the owners of the registered trademarks set forth in **Schedule “A”** attached hereto (collectively, the “**Intellectual Property**”);

AND WHEREAS the Debtors each entered into, *inter alia*, a trademark security agreement (the “**Security Agreements**”) in favour of Monroe Capital Management Advisors, LLC, in its capacity as Agent (the “**Agent**”), whose full address is c/o Monroe Capital LLC, 311 South Wacker Drive, Suite 6400, Chicago, Illinois 60606, by which the Debtors granted to the Agent a security interest and lien in the Intellectual Property described in Schedule “A” hereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreements, the Debtors hereby confirm the granting of a security interest and lien in the Intellectual Property to the Agent. All capitalized terms not defined herein have the meanings given to such terms in the applicable Security Agreement (including by incorporation by reference therein).

THE DEBTORS hereby certify that the aforementioned information as it relates to the Debtors is true and accurate.

[Signature page follows]

DATED: February 28, 2019.

NEXONIA TECHNOLOGIES INC.

Per: _____
Name: Hasan Askari
Title: President

CHROME RIVER TECHNOLOGIES, INC., immediately after consummation of the Closing Date Acquisition

Per: _____
Name: Hasan Askari
Title: Vice President

SPRINGAHEAD, INC.

Per: _____
Name: Hasan Askari
Title: President

[Signature page to Notice of Security Interest in IP]

Schedule A

Canadian Trademarks

Owner	Trademark	TMA No.	Registration Date	Application No.
Chrome River Technologies, Inc.	Chrome River	TMA763049	March 31, 2010	1759794
Nexonia Inc.	Delighted Customers. Unbeatable Integrations.	TMA972704	June 6, 2017	1759794
Nexonia Inc.	Nexonia	TMA977673	August 3, 2017	1759787
Nexonia Inc.	Nexonia & Design 	TMA991040	February 21, 2018	1759796
Nexonia Inc.	It's our job to delight customers every day.	TMA972720	June 6, 2017	1759791
SpringAhead, Inc.	Design Mark: Tallie 		Filed January 18, 2017	1818662

*Nexonia Inc. was the former name of Nexonia Technologies Inc. until December 22, 2016 when Nexonia Inc. continued into the Province of British Columbia from the Province of Ontario under the *Business Corporations Act* (British Columbia)