

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
9138-4529 Québec Inc.		03/29/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Nova Scotia		
Street Address:	900 Boul Rene Levesque Est		
Internal Address:	Suite 100		
City:	Quebec City		
State/Country:	CANADA		
Postal Code:	G1R 2B5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	88269886	LINK	
Registration Number:	3769929	SPYPOINT	
CORRESPONDENCE DATA			
Fax Number:	3193541760		
<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:	319-354-1019		
Email:	trademarks@simmonsperine.com		
Correspondent Name:	CHRISTOPHER J. VOCI		
Address Line 1:	1150 5TH STREET, SUITE 170		
Address Line 4:	CORALVILLE, IOWA 52241		
NAME OF SUBMITTER:	Christopher J. Voci		
SIGNATURE:	/Christopher J. Voci/		
DATE SIGNED:	05/06/2019		
Total Attachments: 13			
source=Lettre d'engagement (redacted)#page1.tif			
source=Lettre d'engagement (redacted)#page2.tif			
source=Lettre d'engagement (redacted)#page3.tif			
source=Lettre d'engagement (redacted)#page4.tif			

OP \$65.00 88269886

source=Lettre d'engagement (redacted)#page5.tif
source=Lettre d'engagement (redacted)#page6.tif
source=Lettre d'engagement (redacted)#page7.tif
source=Lettre d'engagement (redacted)#page8.tif
source=Lettre d'engagement (redacted)#page9.tif
source=Lettre d'engagement (redacted)#page10.tif
source=Lettre d'engagement (redacted)#page11.tif
source=Lettre d'engagement (redacted)#page12.tif
source=Lettre d'engagement (redacted)#page13.tif

La Banque de Nouvelle-Écosse
Place Québec
900, boul. René-Lévesque Est
Québec, QC
Canada G1R 2B5

Tel. 418.691.2600
Télec. 418.691.0300



March 27th, 2019

9138-4529 Québec Inc. (G.G. Télécom)
330 rue de la Jacques-Cartier,
Victoriaville, QC
G6T 1Y3

Attention: Mr. Yan Gagnon

Dear Sir,

We confirm that, subject to acceptance by you, The Bank of Nova Scotia (the "Bank") will make available to 9138-4529 Québec Inc. (the "Borrower"), credit facilities on the terms and conditions set out in the attached Terms and Conditions Sheet and in Schedule "A".

If the arrangements set out in this letter, and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are acceptable to you, please sign the enclosed copy of this letter in the space indicated below and return the letter to us by the close of business on April 4th, 2019 after which date this offer will lapse.

This Commitment Letter amends and restates all previous commitments issued by the Bank to the Borrower.

Yours truly

A handwritten signature in black ink, appearing to read 'Charles Mercier'.

Charles Mercier
Sr. Relationship Manager

A handwritten signature in black ink, appearing to read 'François Dufresne'.

François Dufresne
Director Commercial Banking

By signing this Commitment Letter you confirm that the product(s) and/or service(s) offered to you herein will not be used for or on behalf of any individual or entity other than you and the other parties named in the Commitment Letter for whose benefit such products and services are intended.

By signing this Commitment Letter you agree that all documents identified as Specific Security or General Security in the Commitment Letter that you have previously delivered will apply to the credit facilities as described in this Commitment Letter, you ratify and confirm those documents and, in the case of any guarantor, you consent to changes to previously existing credit facilities.

The arrangements set out above and in the attached Terms and Conditions Sheet and Schedule "A" (collectively the "Commitment Letter") are hereby acknowledged and accepted by:

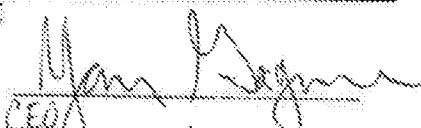
9138-4529 Québec Inc. (G.G. Télécom)

NAME

By:

Title:

Date:


CEO
March 29th, 2019

CREDIT NUMBER: 01

AUTHORIZED AMOUNT:

TYPE

PURPOSE

CURRENCY

Canadian Dollar and/or United States Dollar equivalent thereof.

AVAILMENT

The Borrower may avail the Credit by way of:

INTEREST RATE

DRAWDOWN

Borrower's name

Page 3

TERMS AND CONDITIONS

REPAYMENT

SPECIFIC CONDITIONS

CREDIT NUMBER: 02

AUTHORIZED AMOUNT:

TYPE

PURPOSE

CURRENCY

Borrower's name

Page 4

TERMS AND CONDITIONS

GENERAL TERMS, CONDITIONS AND OTHER FEES APPLICABLE TO ALL CREDITS

GENERAL SECURITY

The following security, evidenced by documents in form satisfactory to the Bank and registered or recorded as required by the Bank, is to be provided prior to any advances or avancement being made under the Credits. For greater certainty, the following security shall secure all of the Borrower(s) and/or Guarantor(s) (any one a "Pledger", as applicable) present and future debts and other obligations to the Bank of any kind whatsoever, whether described in this commitment letter or any other agreement between a Pledger and the Bank:

*

*

*

*

* A first rank movable hypothec in the amount of _____ on the universality of Gestions SYG's present and future intellectual property, including any trademarks that may be registered in any other country to secure the debt owing by 9138-4529 Quebec Inc. (G.G. Telecom) to the Bank:

o In addition to the filing of the hypothec at the RDPRM, in the Province of Quebec, the hypothec will be filed at the Canadian Intellectual Property Office ("CIPO") to be obtained within 180 days from the signature of this commitment letter post-closing/funding.

*

*

*

*

*

* Security under UCC granted by 9138-4529 Quebec Inc. in the USA on its intellectual property (present and future) to be obtained within 60 days from the signature of this commitment letter post-closing/funding.

* Security under UCC granted by Gestions SYG Inc. in the USA on its intellectual property, present and future, to secure the debt owing by 9138-4529 Quebec Inc. (G.G. Telecom) to the Bank to be obtained within 60 days from the signature of this commitment letter post-closing/funding.

*

*

TERMS AND CONDITIONS

•
CONDITIONS PRECEDENT

GENERAL CONDITIONS

TERMS AND CONDITIONS

GENERAL BORROWER REPORTING CONDITIONS

OTHER FEES

In the event of a conflict, the terms and conditions of any lease agreement and/or conditional sale contract supersede the terms and conditions in this Schedule "A" with regard to such leases and/or conditional sale contracts.

Calculation and Payment of Interest

Interest Rate / Bankers Acceptance Spread

Interest on Overdue Interest

Indemnity Provision

Calculation and Payment of Bankers' Acceptance Fee

Calculation and Payment of Standby Fee

Environment

Notice of Drawdown/Payments

Initial Drawdown

Periodic Review

Evidence of Indebtedness

Acceleration

Borrower's name

Page 10

Costs

Request for English (Quebec only)

Judgement Currency

Financing Statement

Counterparts and execution of documents

Representation or Warranty