

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM528360

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Patent and Trademark Security Agreements		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Bank of Montreal, as existing agent		06/14/2019	Canadian Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as the successor agent		
<b>Street Address:</b>	20 King Street West, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1C4		
<b>Entity Type:</b>	Canadian Bank: CANADA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4810278	REALNAMES	
<b>Registration Number:</b>	4199331	TING	
<b>Registration Number:</b>	3786888	HOVER	
<b>Registration Number:</b>	3744063	OPENSRS	
<b>Registration Number:</b>	2247196	TUCOWS	
<b>Registration Number:</b>	2245519	TUCOWS	
<b>Registration Number:</b>	2222410	TUCOWS	
<b>Registration Number:</b>	2719175	BULKREGISTER	
<b>Registration Number:</b>	2728146	ENOM	
<b>Serial Number:</b>	87069243	ENOM	
<b>Serial Number:</b>	76333458	ASCIO	
<b>Registration Number:</b>	4975759	ROAM MOBILITY	
<b>Registration Number:</b>	5256478	ROAM MOBILITY	
<b>Registration Number:</b>	5119629	ROAM MOBILITY FOR THE TRAVELER	
<b>Registration Number:</b>	5110018	ROAM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125774565		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

CH \$390.00 4810278

TRADEMARK

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 312-577-8265  
**Email:** kristin.brozovic@kattenlaw.com  
**Correspondent Name:** Kristin Brozovic c/o Katten  
**Address Line 1:** 525 W Monroe St  
**Address Line 4:** Chicago, ILLINOIS 60661

<b>ATTORNEY DOCKET NUMBER:</b>	209865-116
<b>NAME OF SUBMITTER:</b>	Kristin Brozovic
<b>SIGNATURE:</b>	/Kristin Brozovic/
<b>DATE SIGNED:</b>	06/19/2019

**Total Attachments: 37**

source=RBC Tucows Assignment of Trademarks -- EXECUTED#page1.tif  
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## ASSIGNMENT OF PATENT AND TRADEMARK SECURITY AGREEMENTS

This Assignment of Trademark Security Agreements dated as of June 14, 2019 (the "Assignment"), is made by and among Bank of Montreal, as the existing Agent (in such capacity, "Existing Agent"), Royal Bank of Canada, as the successor Agent (in such capacity, "Successor Agent"), Tucows Inc., a Pennsylvania corporation ("Tucows"), Tucows (Delaware) Inc., a Delaware corporation ("Tucows Delaware"), eNom, LLC, a Delaware limited liability company (f/k/a eNom, Incorporated, a Nevada Corporation) ("eNom"), Ascio Technologies, Inc., a Delaware corporation ("Ascio"), and Roam Mobility Holdings, Inc., a Nova Scotia corporation ("Roam"; collectively with Tucows, Tucows Delaware, eNom and Ascio, the "Grantors").

### RECITALS

WHEREAS, the Grantors, Existing Agent and the lenders party thereto are parties to that certain Amended and Restated Credit Agreement dated as of January 20, 2017 (as has been and may further be amended, restated, supplemented or otherwise modified from time to time, the "Original Credit Agreement");

WHEREAS, (i) Tucows and Existing Agent entered into that certain Notice of Trademark Security Interest (attached hereto as Exhibit A) dated as of August 18, 2016, and recorded on August 22, 2016, with the Trademark Division of the United States Patent and Trademark Office at Reel 5860 and Frame 0981, (ii) Tucows Delaware and Existing Agent entered into that certain Notice of Trademark Security Interest (attached hereto as Exhibit B) dated as of August 18, 2016, and recorded on August 22, 2016, with the Trademark Division of the United States Patent and Trademark Office at Reel 5861 and Frame 0022, (iii) eNom and Existing Agent entered into that certain Trademark Security Agreement (attached hereto as Exhibit C) dated as of January 20, 2017, and recorded on December 20, 2017, with the Trademark Division of the United States Patent and Trademark Office at Reel 6240 and Frame 0752, (iv) Ascio and Existing Agent entered into that certain Notice of Trademark Security Interest (attached hereto as Exhibit D) dated as of March 18, 2019, and recorded on March 21, 2019, with the Trademark Division of the United States Patent and Trademark Office at Reel 6597 and Frame 0960, and (v) Roam and Existing Agent entered into that certain Notice of Trademark Security Interest (attached hereto as Exhibit E) dated as of March 18, 2019, and recorded on March 21, 2019, with the Trademark Division of the United States Patent and Trademark Office at Reel 6597 and Frame 0968 (each of (i) through (v) as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Intellectual Property Security Agreements");

WHEREAS, concurrently with the execution and delivery of this Assignment, Existing Agent, Successor Agent, the Lenders (as defined in the Credit Agreement) party thereto, and the Grantors are entering into that certain Amended and Restated Senior Secured Credit Agreement dated as of the date hereof (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Existing Agent has assigned all of its rights, interests, duties, and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent; and

WHEREAS, Successor Agent has accepted the assignment of the rights, remedies, and duties and assumes the obligations of Existing Agent, as Agent, under the Intellectual Property Security Agreements from Existing Agent.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors, Existing Agent and Successor Agent hereby agree as follows:

1. Definitions. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Credit Agreement.

2. Assignment. Effective as of the Closing Date, Existing Agent hereby assigns and transfers all of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements to Successor Agent, and Successor Agent hereby accepts all of Existing Agent's assignment and transfer of its rights, remedies, duties and obligations as Agent under the Intellectual Property Security Agreements. The execution and delivery of this Assignment shall not in any way affect or modify the liability of the Grantors under the Intellectual Property Security Agreements, it being understood and agreed that notwithstanding this Assignment, all of the obligations of the Grantors under the Intellectual Property Security Agreements shall be and remain enforceable by Successor Agent, as Agent under the Credit Agreement and Intellectual Property Security Agreements, or by its successors and assigns against the Grantors.

3. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law. In the event any provision of this Assignment is or is held to be invalid, illegal, or unenforceable under applicable law, such provision will be ineffective only to the extent of such invalidity, illegality, or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Assignment. In addition, in the event any provision of or obligation under this Assignment is or is held to be invalid, illegal, or unenforceable in any jurisdiction, the validity, legality, and enforceability of the remaining provisions or obligations in any other jurisdictions will not in any way be affected or impaired thereby.

4. Section Titles. Section titles in this Assignment are included for convenience of reference only, do not constitute a part of this Assignment for any other purpose, and have no substantive effect.

5. Successors and Assigns. This Assignment will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF LAWS OTHER THAN THOSE OF THE STATE OF NEW YORK.

7. Counterparts. This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, will be deemed an original and all of which shall together constitute one and the same instrument. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Assignment.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has caused this Assignment to be executed by its duly qualified officer on the date first written above.

**EXISTING AGENT:**

**BANK OF MONTREAL**

By: 

Name: \_\_\_\_\_

**Brad Simpson**

Title: \_\_\_\_\_

**Director**

Assignment of Trademark Security Interests

**TRADEMARK  
REEL: 006673 FRAME: 0210**

SUCCESSOR AGENT:

ROYAL BANK OF CANADA

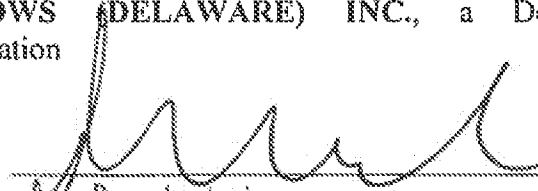
By:   
Name: Helena Sadowski  
Title: Manager, Agency

Assignment of Trademark Security Interests

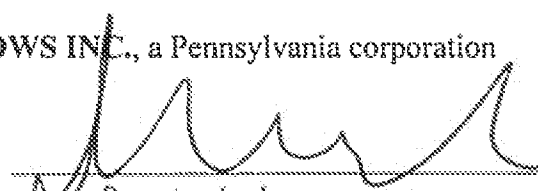


**GRANTORS:**

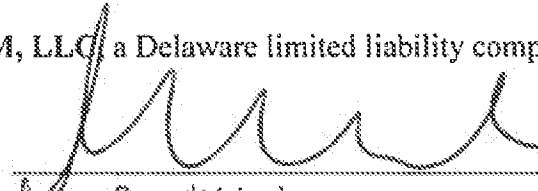
**TUCOWS (DELAWARE) INC.,** a Delaware corporation

By:   
Name: Davinder Singh  
Title: CEO

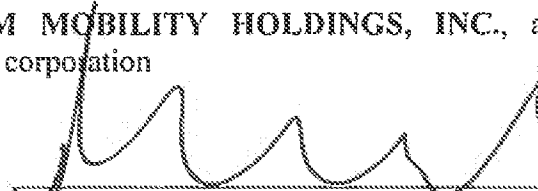
**TUCOWS INC.,** a Pennsylvania corporation

By:   
Name: Davinder Singh  
Title: CEO

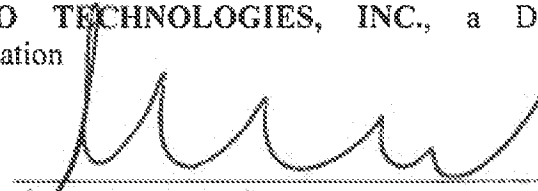
**ENOM, LLC,** a Delaware limited liability company

By:   
Name: Davinder Singh  
Title: CEO

**ROAM MOBILITY HOLDINGS, INC.,** a Nova Scotia corporation

By:   
Name: Davinder Singh  
Title: CEO

**ASCIO TECHNOLOGIES, INC.,** a Delaware corporation

By:   
Name: Davinder Singh  
Title: CEO

**EXHIBIT A**

**Notice of Trademark Security Interest – Tucows Inc. (August 18, 2016)**

See attached.



## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 24, 2016

PTAS

BRIAN R. MCGINLEY  
DENTONS US LLP  
P. O. BOX 061080  
CHICAGO, IL 60606-1080

**900375611**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT RECORDATION BRANCH OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/22/2016

REEL/FRAME: 5860/0981  
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 09773150-000086 (004974)

ASSIGNOR:  
TUCOWS INC.

DOC DATE: 08/18/2016  
CITIZENSHIP: PENNSYLVANIA  
ENTITY: CORPORATION

ASSIGNEE:  
BANK OF MONTREAL,  
  
4TH FLOOR, FIRST CANADIAN PLACE  
TORONTO (ONTARIO), CANADA M5X 1A1

CITIZENSHIP: CANADA  
ENTITY: CANADIAN NATIONAL BANK

SERIAL NUMBER: 86466158  
REGISTRATION NUMBER: 4810278  
MARK: REALNAMES  
DRAWING TYPE: STANDARD CHARACTER MARK

FILING DATE: 11/26/2014  
REGISTRATION DATE: 09/08/2015

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "**Notice**") is entered into and effective as of August 18, 2016, by and between **TUCOWS INC.**, a Pennsylvania corporation ("**Grantor**"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (collectively, the "**Trademarks**"), pursuant to that certain General Security and Pledge Agreement executed on or about August 18, 2016 (the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.

3. The Security Interest shall terminate upon the termination of the Secured Obligations (as defined in the Security Agreement).

***Remainder of page intentionally blank.  
Signature pages follow.***

IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

**GRANTOR:**

**TUCOWS INC.**

By: Michael Cooperman  
Name: Michael Cooperman  
Title: CFO

Notice of Trademark Security Interest  
Signature Page

**TRADEMARK**  
**REEL: 006673 FRAME: 0216**

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

**GRANTEE:**

**BANK OF MONTREAL**, as Administrative Agent

By:   
Name: \_\_\_\_\_  
Title: Francois Wentzel  
Managing Director

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

**SCHEDULE A**

**TRADEMARKS**

<b>Trademark Name</b>	<b>Status</b>	<b>App/Reg. No.</b>	<b>Country</b>	<b>File/Reg. Date</b>
REALNAMES	Registered	4810278	U.S.	09/08/2015

**EXHIBIT B**

**Notice of Trademark Security Interest – Tucows (Delaware) Inc. (August 18, 2016)**

See attached.





## UNITED STATES PATENT AND TRADEMARK OFFICE

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

AUGUST 24, 2016

PTAS

BRIAN R. MCGINLEY  
DENTONS US LLP  
P. O. BOX 061080  
CHICAGO, IL 60606-1080

**900375613**

### UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE ASSIGNMENT RECORDATION BRANCH AT 571-272-3350. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, MAIL STOP: ASSIGNMENT RECORDATION BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.

RECORDATION DATE: 08/22/2016

REEL/FRAME: 5861/0022  
NUMBER OF PAGES: 6

BRIEF: SECURITY INTEREST

DOCKET NUMBER: 09773150-000086 (004974)

ASSIGNOR:  
TUCOWS (DELAWARE) INC.

DOC DATE: 08/18/2016  
CITIZENSHIP: DELAWARE  
ENTITY: CORPORATION

ASSIGNEE:  
BANK OF MONTREAL  
  
4TH FLOOR, FIRST CANADIAN PLACE  
TORONTO (ONTARIO), CANADA M5X 1A1

CITIZENSHIP: CANADA  
ENTITY: CANADIAN NATIONAL BANK

SERIAL NUMBER: 75342783  
REGISTRATION NUMBER: 2222410  
MARK: TUCOWS  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/18/1997  
REGISTRATION DATE: 02/09/1999

SERIAL NUMBER: 75342908  
REGISTRATION NUMBER: 2245519  
MARK: TUCOWS  
DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 08/18/1997  
REGISTRATION DATE: 05/18/1999





**Office de la propriété  
intellectuelle  
du Canada**

Un organisme  
d'Industrie Canada

50, rue Victoria  
Place du Portage I  
Gatineau (Québec) K1A 0C9

**Canadian  
Intellectual Property  
Office**

An Agency of  
Industry Canada

50 Victoria Street  
Place du Portage I  
Gatineau, Québec K1A 0C9

DENTONS CANADA LLP  
99 Bank Street, Suite 1420  
Ottawa, Ontario  
K1P 1H4

Date	20 sept/Sep 2016
Votre référence - Your reference	503819-392
Numéro de dossier - File number	869657

Attention: Anna Roppvalente

La présente est pour vous informer que l'Accord de sûreté (Bank of Montreal as Administrative Agent) a été déposé au dossier le 20 sept/Sep 2016 pour la (les) marque(s) mentionnée(s).

This is to inform you that the Security Agreement (Bank of Montreal as Administrative Agent) has been placed on file on 20 sept/Sep 2016 in respect of the mentioned trade-mark(s).

Marque(s) de commerce / Trade-mark(s) :

TMA514,026      869657      TUCOWS

Registraire des marques de commerce  
Registrar of Trade-marks

Contact: Christine Ankenbrand  
Section des cessions et renouvellements/  
Assignment and Renewal Section  
819-934-9647

**Canada**

[www.opic.ic.gc.ca](http://www.opic.ic.gc.ca)  
[www.cipo.ic.gc.ca](http://www.cipo.ic.gc.ca)

OPIC  CIPO

**TRADEMARK**  
**REEL: 006673 FRAME: 0222**

## NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "**Notice**") is entered into and effective as of August 18, 2016, by and between **TUCOWS (DELAWARE) INC.**, a Delaware corporation ("**Grantor**"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (collectively, the "**Trademarks**"), pursuant to that certain General Security and Pledge Agreement executed on or about August 18, 2016 (the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office and/or the Canadian Intellectual Property Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.

3. The Security Interest shall terminate upon the termination of the Secured Obligations (as defined in the Security Agreement).

***Remainder of page intentionally blank.  
Signature pages follow.***

IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

**GRANTOR:**

**TUCOWS (DELAWARE) INC.**

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

Name: Michael Cooperman

Title: CFO

Notice of Trademark Security Interest  
Signature Page

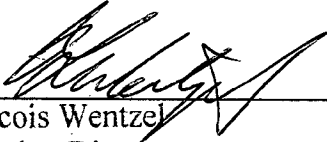
**TRADEMARK**  
**REEL: 006673 FRAME: 0224**

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

**GRANTEE:**

**BANK OF MONTREAL**, as Administrative Agent

By:  
Name:  
Title:

  
\_\_\_\_\_  
Francois Wentzel  
Managing Director

By:  
Name  
Title:

\_\_\_\_\_

**SCHEDULE A**

**TRADEMARKS**

**Canada**

<b>Trademark Name</b>	<b>Status</b>	<b>App/Reg. No.</b>	<b>Country/State</b>
TUCOWS	Registered	App 18-FEB-1998 App 869657 Reg 05-AUG-1999 Reg TMA514026	Canada

**United States**

<b>Trademark Name</b>	<b>Status</b>	<b>App/Reg. No.</b>	<b>Country/State</b>	<b>File/Reg. Date</b>
TING	Registered	4199331	U.S.	08/28/2012
HOVER	Registered	3786888	U.S.	05/11/2010
OPENSRS	Registered	3744063	U.S.	02/22/2010
TUCOWS	Registered	2247196	U.S.	05/25/1999
TUCOWS	Registered	2245519	U.S.	05/18/1999
TUCOWS	Registered	2222410	U.S.	02/09/1999

**EXHIBIT C**

**Trademark Security Agreement – eNom, LLC (f/k/a eNom, Incorporated) (January 20,  
2017)**

See attached.





**UNITED STATES PATENT AND TRADEMARK OFFICE**

UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND  
DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE

JANUARY 22, 2018

PTAS

MORGAN, LEWIS & BOCKIUS LLP  
1111 PENNSYLVANIA AVENUE, NW  
WASHINGTON, DC 20004

**900432904**

UNITED STATES PATENT AND TRADEMARK OFFICE  
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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RECORDATION DATE: 12/20/2017

REEL/FRAME: 6240/0752  
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BRIEF: TRADEMARK SECURITY AGREEMENT

DOCKET NUMBER: 054816-0041

ASSIGNOR:

ENOM, INCORPORATED

DOC DATE: 01/20/2017  
CITIZENSHIP: NEVADA  
ENTITY: CORPORATION

ASSIGNEE:

BANK OF MONTREAL

234 SIMCOE STREET  
TORONTO, ONTARIO, CANADA M5T1T4

CITIZENSHIP: CANADA  
ENTITY: BANKING ASSOCIATION

SERIAL NUMBER: 76431795

REGISTRATION NUMBER: 2719175

MARK: BULKREGISTER

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/18/2002

REGISTRATION DATE: 05/27/2003

SERIAL NUMBER: 78073860

REGISTRATION NUMBER: 2728146

MARK: ENOM

DRAWING TYPE: TYPESET WORD(S) /LETTER(S) /NUMBER(S)

FILING DATE: 07/13/2001

REGISTRATION DATE: 06/17/2003

SERIAL NUMBER: 87069243

FILING DATE: 06/13/2016

REGISTRATION NUMBER: 5302633

REGISTRATION DATE: 10/03/2017

MARK: ENOM

DRAWING TYPE: AN ILLUSTRATION DRAWING WITH WORD(S) /LETTER(S)/ NUMBER(S) IN  
STYLIZED FORM

ASSIGNMENT RECORDATION BRANCH  
PUBLIC RECORDS DIVISION

## TRADEMARK SECURITY AGREEMENT

January ~~20~~ 2017

**WHEREAS**, ENOM, INCORPORATED, a Nevada company, having an address at 5808 Lake Washington Blvd., N.E., Kirkland, Washington 98033 (the "Grantor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section l(c) or l(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section l(c) or l(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office or any similar office in any other country (the "Trademarks"); and

**WHEREAS**, the Grantor attorned to a general security agreement dated August 18, 2016, pursuant to an attornment agreement dated on or about the date hereof (as it may hereafter be amended or otherwise modified from time to time being the "Security Agreement") in favor of the Bank of Montreal, as agent (the "Agent"); and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof, to secure the payment and performance of all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders arising under the amended and restated credit agreement dated as of the date hereof made among, *inter alia*, the Grantor, the Agent and the lenders from time to time party thereto (the "Lenders"), as such agreement may be modified, supplemented, amended, restated or replaced from time to time.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

### Section 1. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent, a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),

- (ii) the goodwill of the business symbolized thereby,
- (iii) all rights corresponding thereto throughout the world,
- (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
- (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof,

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 3. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

Section 4. Counterparts

This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.


ENOM, INCORPORATED

By: 

Name: Elliot Ross

Title: PRESIDENT & CEO

Schedule I-A to the TRADEMARK SECURITY AGREEMENT

Trademark	Status Appl./Reg. No.	Date	Jurisdiction
BULKREGISTER	Registered 2,719,175	5/27/2003	US
ENOM	Registered 2,728,146	6/17/2003	US
ENOM (stylized) 	Registered 87069243	6/13/2016	US

**EXHIBIT D**

**Notice of Trademark Security Interest – Ascio Technologies, Inc. (March 18, 2019)**

See attached.

## NOTICE OF TRADEMARK SECURITY INTEREST

This Notice of Trademark Security Interest (this "**Notice**") is entered into and effective as of March 18, 2019, by and between **ASCIO TECHNOLOGIES, INC.**, a Delaware corporation ("**Grantor**"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademark listed on Schedule A hereto, owned by Grantor (the "**Trademark**"), pursuant to that certain General Security and Pledge Agreement executed on or about August 18, 2016, to which the Grantor became party by way of Supplement Agreement for Additional Grantor dated the date hereof (together, the "**Security Agreement**"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.

3. The Security Interest shall terminate upon the termination of the Secured Obligations (as defined in the Security Agreement).

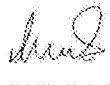
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Signature pages follow.*



IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

**GRANTOR:**

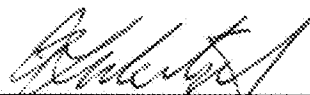
**ASCIO TECHNOLOGIES, INC.**

By:   
Name: Davinder Singh  
Title: Chief Financial Officer and Treasurer

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.

**GRANTEE:**

**BANK OF MONTREAL**

By:   
Name: Francois Wentzel  
Title: Managing Director

By:   
Name: James Di Giacomo  
Title: Managing Director  
Loan Syndications

SCHEDULE A

TRADEMARKS

Trademark Name	Status	App/Reg. No.	Country / State	File/Reg. Date
ASCIO	Registered	76/333458	United States	9/14/2004

**EXHIBIT E**

**Notice of Trademark Security Interest – Roam Mobility Holdings, Inc. (March 18, 2019)**

See attached.

**NOTICE OF TRADEMARK SECURITY INTEREST**

This Notice of Trademark Security Interest (this "Notice") is entered into and effective as of March 18, 2019, by and between **ROAM MOBILITY HOLDINGS, INC.**, a Nova Scotia corporation ("Grantor"), and **BANK OF MONTREAL**, in its capacity as administrative agent (together with its successors and assigns "Grantee") (collectively, the "Parties").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's trademarks, including without limitation the trademarks listed on Schedule A hereto, owned by Grantor (the "Trademarks"), pursuant to that certain General Security Agreement executed on or about August 18, 2016, to which the Grantor became party by way of Attornment Agreement dated the date hereof (together, the "Security Agreement"); and,

WHEREAS the Parties desire to record this Notice with the United States Patent and Trademark Office to provide third parties with notice of the grant of security interest described in the preceding paragraph above (the "Security Interest").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

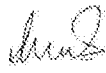
1. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.
2. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all Parties may not have signed all counterparts of this Notice.
3. The Security Interest shall terminate upon the termination of the Secured Obligations (as defined in the Security Agreement).

*Remainder of page intentionally blank.  
Signature pages follow.*

IN WITNESS WHEREOF, the Grantor has entered into this Notice by and through its duly authorized representative.

**GRANTOR:**

**ROAM MOBILITY HOLDINGS, INC.**

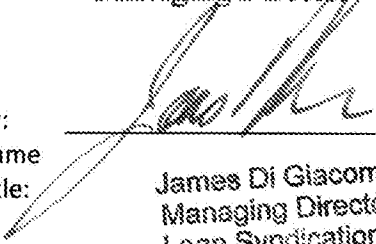
By:   
Name: Davinder Singh  
Title: Secretary

IN WITNESS WHEREOF, the Grantee has entered into this Notice by and through its duly authorized representatives.



**GRANTEE:**

**BANK OF MONTREAL**

By:   
Name: Francois Wentzel  
Title: Managing Director

By:   
Name: James Di Giacomo  
Title: Managing Director  
Loan Syndications

SCHEDULE A  
TRADEMARKS

Trademark Name	Status	App/Reg. No.	Country / State	File/Reg. Date
ROAM MOBILITY	Registered	85754063 4975759	U.S.	06/14/2016
ROAM MOBILITY Design 	Registered	85757644 5256478	U.S.	08/01/2017
ROAM MOBILITY FOR THE TRAVELER Design	Registered	85758687 5119629	U.S.	01/10/2017
ROAM & Design 	Registered	85757552 5110018	U.S.	12/27/2016