

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM547766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elastic Path Software Inc.		09/12/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	130 King Street West		
Internal Address:	Suite 3200		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85634986	ELASTIC PATH	
CORRESPONDENCE DATA			
Fax Number:	9149416091		
<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:	(914) 941-5668		
Email:	trademark@collenip.com		
Correspondent Name:	Jess M. Collen		
Address Line 1:	80 SOUTH HIGHLAND AVENUE		
Address Line 2:	THE HOLYOKE-MANHATTAN BUILDING		
Address Line 4:	OSSINING, NEW YORK 10562		
NAME OF SUBMITTER:	Jess M. Collen		
SIGNATURE:	/Jess M. Collen/		
DATE SIGNED:	11/01/2019		
Total Attachments: 7			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 12, 2019, between ELASTIC PATH SOFTWARE INC. (the "**Debtor**") and NATIONAL BANK OF CANADA (the "**Bank**").

RECITALS

A. The Bank has agreed to make certain advances of money and to extend certain financial accommodations (the "**Financial Accommodations**") to Debtor in the amounts and manner as set forth in that certain offer of finance dated September 12, 2019 between, among others, the Debtor and the Lender (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**Offer of Finance**").

B. Pursuant to the Offer of Finance Bank is willing to make the Financial Accommodations to Debtor, but only upon the condition, among others, that Debtor shall grant to Bank a security interest in its Intellectual Property, as defined in that certain general security agreement granted by Debtor in favour of Bank dated on or about the date hereof (as the same may be amended, restated, extended, modified, replaced or supplemented from time to time, the "**GSA**") to secure the Indebtedness (as defined in the GSA).

C. Words with initial capitals which are used but not otherwise defined herein have the meanings given to such terms in the GSA.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Indebtedness, Debtor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To further secure the Indebtedness, Debtor grants and pledges to Bank a security interest in all of Debtor's right, title and interest in, to and under its Intellectual Property (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the GSA. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the GSA and any other security documents granted to the Bank by the Debtor (collectively, as same may be amended, restated, modified or supplemented from time to time, the "**Loan Documents**"), and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the GSA or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the GSA or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Debtor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property in connection to which Debtor has registered or filed an application.

Debtor hereby irrevocably appoints Bank (and any of Bank's designated officers, or employees) as Debtor's true and lawful attorney to modify, in its sole discretion, this Agreement without first obtaining Debtor's approval of or signature to such modification by amending Exhibits A, B, and C, hereto, as appropriate, to include reference to any right, title or interest in any Copyrights, Patents or Trademarks acquired by Debtor after the execution hereof or to delete any reference to any right, title or interest in any Copyrights, Patents or Trademarks in which Debtor no longer has or claims to have any right, title or interest. The appointment of Bank as Debtor's attorney in fact, and each and every one of Bank's rights and powers, being coupled with an interest, is irrevocable until all of the Indebtedness have been fully repaid and performed and Bank's obligation to provide advances is terminated.

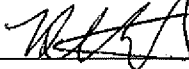
This Intellectual Property Security Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to principles of conflicts of law. Each of Debtor and Bank hereby submits to the non-exclusive jurisdiction of the courts of British Columbia.

This Intellectual Property Security Agreement may be executed and delivered by facsimile or in portable document format ("**pdf**"), and any signature contained hereon in facsimile or pdf shall be deemed to be equivalent to an original signature for all purposes.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

ELASTIC PATH SOFTWARE INC.

By:  _____

Name: Harry Chemko

Title: CEO

NOTICE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Notice of Intellectual Property Security Interest (this "**Notice**") is entered into and effective as of Sept 12, 2019, by and between Elastic Path Software Inc. (together with its successors and permitted assigns, the "**Grantor**"), and National Bank of Canada (together with its successors and assigns, the "**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 patents and trademarks referred to in Schedule "A" and Schedule "B" hereto, owned by Grantor (the "**Intellectual Property**"), pursuant to that certain General Security Agreement dated as of the date hereof (the "**Security Agreement**"); and,

WHEREAS the Parties desire to provide third parties with notice of the grant of security interest described in the preceding paragraph (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. Grantor hereby agrees that the Security Agreement extends to and creates a security interest in favor of Grantee in the Intellectual Property.

2. 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.

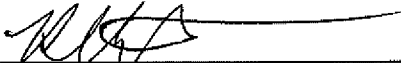
3. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

***Remainder of page intentionally blank.
Signature page follows.***

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

GRANTOR:

ELASTIC PATH SOFTWARE INC.

By: 
Name: Harry Chemko
Title: CEO

GRANTEE:

NATIONAL BANK OF CANADA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.


GRANTOR:

ELASTIC PATH SOFTWARE INC.

By: _____
Name:
Title:

GRANTEE:

NATIONAL BANK OF CANADA

By:  _____
Name: DAVID LOO
Title: DIRECTOR

SCHEDULE B

Trademarks

Mark	Status	Date First Use	App. Number	Reg. Number	Reg. Date	Reg. Countries
Elastic Path	Active	March 2005	85/634,986	4,272,299	Jan 8, 2013	USA
Get Elastic	Active	April 2006	N/A	N/A	N/A	N/A