



11-20-19

103680963  
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Stockhouse Publishing Ltd.

- Individual(s)
- Partnership
- Corporation- State: British Columbia, Canada
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) Nov. 8, 2019

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: National Bank of Canada

Street Address: 130 King Street West, Suite 3200

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1J9

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canadian
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

2,499,584

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Name: STOCKHOUSE; Type: Word Mark; Category: Trademark; Serial Number: 75833884

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Penny Adams-Marchetti

Internal Address: \_\_\_\_\_

Street Address: 365 Bay Street, Suite 800

City: Toronto

State: Ontario Zip: M5H 2V1

Phone Number: 416-361-4796

Docket Number: 190880

Email Address: padamsmarchetti@wildlaw.ca

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:

Signature

November 13, 2019

Date

Penny Adams-Marchetti

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of November 8, 2019, is executed by Stockhouse Publishing Ltd. (the “**Grantor**”) for the benefit of National Bank of Canada, as lender (the “**Lender**”), in connection with a general security agreement dated as of the date hereof between the Grantor and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**General Security Agreement**”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the General Security Agreement.

WHEREAS, pursuant to the General Security Agreement, the Grantor has granted to the Lender a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now-owned and hereafter-acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations. Pursuant to the General Security Agreement, the Grantor is required to execute and deliver to the Lender this Agreement.

In consideration of the mutual agreements set forth herein, in the letter loan agreement dated as of the date hereof between Report Card Canada Media Ltd. and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) and in the General Security Agreement, the Grantor does hereby grant to the Lender a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “**Trademark Collateral**”):

- (1) all of its Trademarks and Trademark applications, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or extensions thereof and all goodwill associated therewith or symbolized thereby; and
- (2) all products and Proceeds of the foregoing, including, without limitation, any licenses, royalties, income, payments, damages, and proceeds of suit, or any claim by the Grantor against third parties for past, present or future (i) infringement or other violation of any Trademark, including the right to receive any damages, or (ii) injury to the goodwill associated with a Trademark.

provided that, any Trademark or proposed-use Trademark application shall be excluded from Trademark Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such Trademark or proposed-use Trademark application under applicable law.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” shall have the following definitions:

“Proceeds” means all proceeds of any Collateral in any form derived directly or indirectly from any dealing with the Collateral or that indemnifies or compensates for the loss of or damage to the Collateral.

“Trademarks” means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, Internet domain names, and other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, all goodwill associated therewith or symbolized thereby, all registrations and recordings thereof, and all applications in connection therewith, whether in the Canadian Intellectual Property Office, the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any other country or any political subdivision thereof, or otherwise, and all common law rights related thereto, including any of the foregoing referred to in Schedule 1; (b) all extensions and renewals of any of the foregoing; and (c) all rights corresponding to any of the foregoing throughout the world.

This security interest is granted in conjunction with the security interests granted to the Lender pursuant to the General Security Agreement and subject to limitations set forth therein and in the Loan Agreement. The Grantor hereby acknowledges and affirms that the protections, immunities, indemnities, rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

If the Grantor shall obtain rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Lender with respect to any such new Trademarks or renewal or extension of any Trademark registration. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Lender to unilaterally modify this Agreement by amending Schedule 1 to include any such new Trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Lender’s continuing security interest in all Collateral, whether or not listed on Schedule 1.

The Grantor authorizes and requests that the Registrar of Trademarks at the Canadian Intellectual Property Office and any other applicable government officer record this Agreement.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

This Agreement shall be governed by, and construed in accordance with, the internal laws of the Province of Ontario, without regard to conflict of laws principles.

[Signature pages follow]

The Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

STOCKHOUSE PUBLISHING LTD.,  
as Grantor

By: \_\_\_\_\_  
Name: JAG SANGER  
Title: DEPT DIRECTOR

Acknowledged:

NATIONAL BANK OF CANADA

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

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The Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**STOCKHOUSE PUBLISHING LTD.,**  
as Grantor

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

Acknowledged:

**NATIONAL BANK OF CANADA**

By: \_\_\_\_\_  
Name: DAVID LOO  
Title: DIRECTOR

SCHEDULE 1

TRADEMARK COLLATERAL

CANADA

NAME	TYPE	CATEGORY	REGISTRATION NO.	APPLICATION NO.	STATUS	OWNER
STOCKHOUSE	Word Mark	Trade-Mark	TMA543481	1014244	Registered	Stockhouse Publishing Ltd.
BULLBOARDS	Word Mark	Trade-Mark	TMA543482	1014245	Registered	Stockhouse Publishing Ltd.

UNITED STATES

NAME	TYPE	CATEGORY	REGISTRATION NO.	SERIAL NUMBER	STATUS	OWNER
STOCKHOUSE	Word Mark	Trade-Mark	2,499,584	75833884	Live	Stockhouse Publishing Ltd.



# United States Patent and Trademark Office

*Office of the Chief Financial Officer*

Document Code:WFEE

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Sale Accounting Date:11/20/2019

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Sale Item Reference Number  
2499584

Effective Date  
11/20/2019

Document Number	Fee Code	Fee Code Description	Amount Paid	Payment Method
I2019AJB19124830	8521	RECORDING TRADEMARK ASSIGNMENT PER DOC	\$40.00	Check