

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566178

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leadpages (US), Inc.		03/01/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	119, rue Saint-Jacques		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 1L6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4952929	BUILD SOMETHING GREAT	
Registration Number:	4934235	C CONVERTED	
Registration Number:	4847557	LEADBOX	
Registration Number:	4598974	LEADBOXES	
Registration Number:	4778082	LEADDIGITS	
Registration Number:	4778081	LEADLINKS	
Registration Number:	4721169	LEADPAGES	
Registration Number:	4867185		
Registration Number:	5079668		
CORRESPONDENCE DATA			
Fax Number:			
<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:	8013374500		
Email:	nwells@legendslaw.com		
Correspondent Name:	Nicholas D. Wells		
Address Line 1:	330 Main St.		
Address Line 4:	Kaysville, UTAH 84037		
NAME OF SUBMITTER:	Nicholas D. Wells		

OP \$240.00 4952929

SIGNATURE:	/Nicholas Wells/
DATE SIGNED:	03/10/2020
Total Attachments: 7 source=Leadpages-IP Security Agreement - March 1, 2020#page1.tif source=Leadpages-IP Security Agreement - March 1, 2020#page2.tif source=Leadpages-IP Security Agreement - March 1, 2020#page3.tif source=Leadpages-IP Security Agreement - March 1, 2020#page4.tif source=Leadpages-IP Security Agreement - March 1, 2020#page5.tif source=Leadpages-IP Security Agreement - March 1, 2020#page6.tif source=Leadpages-IP Security Agreement - March 1, 2020#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Agreement"), dated as of March 1, 2020 is made by Leadpages (US), Inc., a Delaware corporation ("Grantor"), in favor of the Bank of Montreal, a Canadian chartered bank (the "Bank").

WITNESSETH:

WHEREAS, pursuant to a Letter of Agreement, dated February 25, 2020 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Letter of Agreement"), among Redbrick Technologies, Inc., a British Columbia corporation (the "Borrower"), the Grantor, certain other affiliates of the Borrower and the Bank, the Bank has agreed to make a credit extension to Borrower in relation to the Grantor's acquisition of certain assets from Avenue 81, Inc., a Delaware corporation (the "Loan") upon the terms and subject to the conditions set forth therein, and in conjunction therewith Grantor has agreed to enter into a Security Agreement (the "Security Agreement") with the Bank in relation to the assets of Grantor;

WHEREAS, Grantor and Borrower, though separate legal entities, are each affiliates of each other and comprise one integrated financial enterprise, and such Loan and financial obligations will inure, directly or indirectly, to the benefit of Grantor; and

WHEREAS, pursuant to the Letter of Agreement, Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises, to induce the Bank to enter into the Letter of Agreement, to induce the Bank to make the Loan thereunder, the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees with the Bank as follows:

1. **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Security Agreement.

2. **Grant of Security Interest in Collateral.** Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby mortgages, pledges and hypothecates to the Bank, and grants to the Bank a Lien on and security interest in, all of its right, title and interest in, to and under the following property of such Grantor (the "Collateral"):

(a) all Intellectual Property including, without limitation, that referred to on Schedule I hereto;

(b) all licenses providing for the grant by or to such Grantor of any right under any Intellectual Property, including, without limitation, those referred to on Schedule I hereto;

(c) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals, reversions and extensions of the foregoing;

(d) all goodwill of the Grantor connected with the use of, and symbolized by, such Intellectual Property; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, that the foregoing is subject in all cases to the exclusions described in the Security Agreement, and shall not include any property of Grantor excluded from the definition of "Agreement Collateral" under the Security Agreement.

3. **Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

4. **Security Agreement.** The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Bank pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Bank with respect to the security interest in the Collateral made and granted hereby are 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 that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

5. **Termination.** Upon the payment in full of the Secured Obligations (other than inchoate indemnity obligations), the security interest in the Intellectual Property granted under this Agreement shall automatically terminate, and the Bank shall, at Grantors' request and expense, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Intellectual Property under this Agreement.

6. **Grantor Remains Liable.** Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

7. **Counterparts.** This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

8. **Choice of Law, Venue, Jury Trial Waiver.**

a. **Venue.** Grantor and the Bank agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts

located in the City of Dover, State of Delaware or, at the Bank's option, any court in which the Bank determines it is necessary or appropriate to initiate legal or equitable proceedings in order to exercise, preserve, protect or defend any of the Bank's rights and remedies hereunder or the Loans or otherwise or to exercise, preserve, protect or defend the Bank's Lien, and the priority thereof, against the Agreement Collateral, and which has subject matter jurisdiction over the matter in controversy. Grantor waives any right it may have to assert the doctrine of *forum non conveniens* or to object to such venue, and consents to any court ordered relief. Grantor waives personal service of process and agrees that a summons and complaint commencing an action or proceeding in any such court shall be promptly served and shall confer personal jurisdiction if served by registered or certified mail to Grantor. If Grantor fails to appear or answer any summons, complaint, process or papers so served within thirty (30) days after the mailing or other service thereof, it shall be deemed in default and an order of judgment may be entered against it as demanded or prayed for in such summons, complaint, process or papers. The choice of forum set forth herein shall not be deemed to preclude the enforcement of any judgment obtained in such forum, or the taking of any action hereunder or the Loans to enforce the same, in any appropriate jurisdiction.

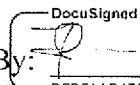
b. Waiver of Jury Trial. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, OR RELATED TO, OR INCIDENTAL TO, THE DEALING OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND IRRESPECTIVE OF WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE EXTENT EACH MAY LEGALLY DO SO, EACH PARTY HERETO HEREBY AGREES THAT ANY SUCH CLAIM, DEMAND, ACTION, OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF ANY OTHER PARTY HERETO TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

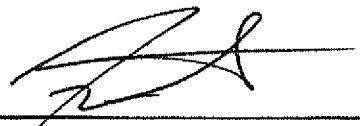
LEADPAGES (US), INC.

DocuSigned by:
By: 
Name: EB5AAD476E54F4... Toby Sowden
Title: Director

BANK:

BANK OF MONTREAL

By: 
Name: KEVIN GOLDER
Title: SENIOR RELATIONSHIP MANAGER

By: 
Name: FRASER STAMP-VINCENT
Title: SENIOR RELATIONSHIP MANAGER

**SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

Patents:

Name of Patent	Patent Number	Date of Filing	Jurisdiction of Filing	Name of patent holder

Patent Applications:

Description of Patent Application	Patent Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder

Patent Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Trademarks and Trademark Applications:

Title	Country	Official No.	Application Date	Registration Date	Local Classes	Case Status
BUILD SOMETHING GREAT	United States of America	4952929	May-07-2015	May-03-2016	42	Registered
CONVERTED and Design	United States of America	4934235	Jul-22-2015	Apr-05-2016	35	Registered
CONVERTED.COM	United States of America	86/516064	Jan-27-2015		42	Abandoned
LEADBAR	United States of America	86/419626	Oct-09-2014		42	Abandoned
LEADBOX	Canada	TMA1007142	Sep-16-2016	Oct-19-2018	42	Registered
LEADBOX	European Union Intellectual Property	15846801	Sep-22-2016		42	Withdrawn
LEADBOX	United States of America	4847557	Oct-09-2014	Nov-03-2015	42	Registered

Title	Country	Official No.	Application Date	Registration Date	Local Classes	Case Status
LEADBOXES	Canada	TMA1007143	Sep-16-2016	Oct-19-2018	42	Registered
LEADBOXES	European Union Intellectual Property	15846793	Sep-22-2016			Withdrawn
LEADBOXES	United States of America	4598974	Dec-09-2013	Sep-02-2014	42	Registered
LEADDIGITS	United States of America	4778082	Dec-27-2013	Jul-21-2015	42	Registered
LEADFORM	United States of America	86/431421	Oct-22-2014		42	Abandoned
LEADLINKS	United States of America	4778081	Dec-27-2013	Jul-21-2015	42	Registered
LEADPAGES	Australia	1934103	Jun-15-2018		42	Pending
LEADPAGES	United States of America	4721169	Dec-09-2013	Apr-14-2015	42	Registered
LeadPages Logo Design	United States of America	4867185	Jun-12-2015	Dec-08-2015	42	Registered
Stacked Squares Design	United States of America	5079668	Jan-07-2016	Nov-08-2016	35, 41, 42	Registered
The LeadPages.net Website in HTML	United States of America	TX0007913509	May-12-2014			Registered

Trademark Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Registered Copyrights:

Copyright	Copyright Number	Date of Filing	Jurisdiction of Filing	Name of copyright holder if other than Borrower

Registered Copyright Applications:

Copyright	Copyright Application Number	Date of Filing	Jurisdiction of Filing	Name of application holder if other than Borrower

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Copyright Licenses:

Name/Date of License Agreement	Name of Licensor	Expiration Date of License

Other Material Intellectual Property Licenses/Agreements:

Name/Date of License / Agreement	Name of Licensor / other party	Expiration Date of License