

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PLUSGRADE L.P.		02/26/2020	Limited Partnership: CANADA
RECEIVING PARTY DATA			
Name:	The Bank of Nova Scotia		
Street Address:	1002 Sherbrooke Street West		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3A 3L6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4045824	PLUSGRADE	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<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:	904 247-2620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO Box 331937		
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233		
NAME OF SUBMITTER:	JAMES R. MENKER		
SIGNATURE:	/jmenker/		
DATE SIGNED:	03/12/2020		
Total Attachments: 6			
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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of February 26, 2020, is made by Plusgrade S.E.C. (the **Grantor**) in favor of The Bank of Nova Scotia (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of (i) the Canadian trademark application listed in Schedule "A" hereto (the **Canadian Trademark**), and (ii) the United States trademark listed in Schedule "B" hereto (the **US Trademark** and together with the Canadian Trademark, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into a deed of hypothec dated February 24, 2020, as security for the payment and performance of certain obligations as more fully described therein (the **Deed of Hypothec**), pursuant to which the Grantor granted to the Secured Party a hypothec on, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have registered and published the Deed of Hypothec in accordance with applicable law, including the laws of the Province of Quebec; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Deed of Hypothec and the hypothec created thereunder on the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Deed of Hypothec and that, pursuant to the Deed of Hypothec, the Grantor has granted to and in favour of the Secured Party a hypothec on, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on the Intellectual Property are more fully set forth in the Deed of Hypothec and that in the event of a conflict between the provisions of this Agreement and the provisions of the Deed of Hypothec, the terms of the Deed of Hypothec shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademark.
4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademark.
5. 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.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.

7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

PLUSGRADE S.E.C., acting through its general partner, Plusgrade Commandité Inc.,
as Grantor

By: _____

Name: Kenneth Harris

Title: Chief Executive Officer

[Signatures continue on next page]

THE BANK OF NOVA SCOTIA,
as Secured Party

By: 
Name: **Clement Yu**
Title: **Director**

By: 
Name: **Ryan Moonilal**
Title: **Analyst**

SCHEDULE "A"

CANADIAN TRADEMARK

Trademark	Application/Registration Date	Registration No./ Application No.
PLUSGRADE	2018-10-19	App. No. 1926061

SCHEDULE "B"

UNITED STATES TRADEMARK

Trademark	Application/Registration Date	Registration No./ Application No.
PLUSGRADE	2009-03-23/2011-10-25	Serial No. 77696687 Reg. No. 4045824