

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM576714

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THE TORONTO-DOMINION BANK		05/08/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	11656503 CANADA INC.		
Street Address:	600-3333 boul. de la Côte-Vertu		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H4R2N1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88447869	SPACEHUB	
CORRESPONDENCE DATA			
Fax Number:	2163485474		
<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:	2163485400		
Email:	ipmailbox@mcdonaldhopkins.com		
Correspondent Name:	Lindsie A. Everett		
Address Line 1:	600 Superior Avenue, East, Suite 2100		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	48786-00001		
NAME OF SUBMITTER:	Kimberly Hefner		
SIGNATURE:	/Kimberly Hefner/		
DATE SIGNED:	05/15/2020		
Total Attachments: 5			
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TRADEMARK SECURITY INTEREST ASSIGNMENT

This Trademark Security Interest Assignment (this "Assignment"), including all schedules attached hereto, is made effective this 8th day of May 2020 (the "Effective Date"), by and between THE TORONTO-DOMINION BANK, a Canadian bank organized under the laws of Canada with an address at 1350 Rene-Levesque Blvd, 7th Floor, Montreal, Quebec, H3G IT4 ("Assignor"), and 11656503 CANADA INC., a Canadian corporation organized under the laws of Canada with an address at 600-3333 boul. de la Côte-Vertu, Montréal, Québec, H4R2N1 ("Assignee"). Assignor and Assignee may be referred to in this Assignment each as a "Party" and collectively as the "Parties."

WHEREAS, the Assignor and FLIGHTHUB GROUP INC., a Canadian corporation organized under the laws of Canada with an address at 600-3333 boul. de la Côte-Vertu, Montréal, Québec, H4R2N1, which is the successor by merger into and with 7513283 Canada Inc. and 11365649 Canada Inc. (the "Borrower") are parties to a credit agreement dated as of July 5, 2019 (as amended, supplemented or restated from time to time, the "Credit Agreement");

WHEREAS, Justfly Inc., a Canadian corporation organized under the laws of Canada with an address at 600-3333 boul. de la Côte-Vertu, Montréal, Québec, H4R2N1, and Agencia Global Inc., a Canadian corporation organized under the laws of Canada with an address at 600-3333 boul. de la Côte-Vertu, Montréal, Québec, H4R2N1, ("Guarantors") guaranteed the payment and performance of Borrower's obligations under the Credit Agreement pursuant to a Guarantee Agreement dated July 5, 2019 in favor of the Assignor (the "Guarantee");

WHEREAS in connection with the Credit Agreement, the Borrower and the Guarantors have granted a security interest to the Assignor in, all of their trademarks and servicemarks pursuant to (i) a Movable Hypothec dated as of July 3, 2019 by the Borrower and the Guarantors in favour the Assignor (ii) a General Security Agreement dated July 5, 2019 by Justfly Inc. in favour of the Assignor, and (iii) a Security Agreement (Trademarks and Service Marks) dated July 5, 2019 by the Borrower in favour of the Assignor, each of which constitutes a Security Document (collectively, the "Security Documents");

WHEREAS, the Parties have entered into a certain Assignment and Assumption Agreement dated as of May 8, 2020 whereby the Assignor irrevocably sold and assigned to the Assignee, and the Assignee purchased and assumed from the Assignor all of the Assignor's rights and obligations under the Credit Agreement and the Security Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. As of the Effective Date, Assignor hereby sells, contributes, grants, bargains, conveys, transfers, assigns and delivers to Assignee all of the Assignor's rights and obligations under the Credit Agreement and the Security Documents including Assignor's security interest in and to the trademarks and services marks listed on Exhibit A (the "Marks")

2. Assignor further agrees to execute such further documents and provide assistance reasonably required or requested by Assignee, its successors and assigns, and their legal representatives (including, without limitation, execution and delivery of any affidavits, declarations, oaths, or other documents as may reasonably be required) to secure and enforce the rights granted to Assignee under this Assignment.

3. Assignee may record this Assignment with the United States Patent and Trademark Office (“USPTO”) and with comparable offices in other jurisdictions throughout the world. All costs associated with any such registrations or recordations shall be paid by Assignee.

4. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of New York, without reference to its conflict of law principles.

6. This Assignment may be executed in counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall be effective as of the Effective Date indicated above when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart. This Assignment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party as if they were original signatures.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the below parties have duly executed this Trademark Security Interest Assignment Agreement as of the Effective Date.

THE TORONTO-DOMINION BANK

By: 

Name: Elisabeth Roy
Title: Director

By: 

Name: Sako Keshishian
Title: Manager Commercial Credit

11656503 CANADA INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the below parties have duly executed this Trademark Security Interest Assignment Agreement as of the Effective Date.

THE TORONTO-DOMINION BANK

By: _____
Name:
Title:

By: _____
Name:
Title:

11656503 CANADA INC.


By:  _____
Name: Nick Hart, Director
Title:

Exhibit A
to Trademark Security Interest Assignment

Registered Marks

Country	Trademark	Application/ Registration No.
U.S.	SPACEHUB	88447869
U.S.	AGENCIA GLOBAL (design)	5934325
U.S.	JUSTFLY.COM (design)	88447904
U.S.	JUSTFLY (design)	4954124