

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM581949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEVIO CONSULTING INC.		06/05/2020	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	NATIONAL BANK OF CANADA		
Street Address:	2600 BOUL. LAURIER		
Internal Address:	NIVEAU B2, BUREAU 260		
City:	QUÉBEC		
State/Country:	CANADA		
Postal Code:	G1V 4T3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6037665	LEVIO	
Serial Number:	88842408	LEVIO PENSIONIFY	
Serial Number:	88842403	PENSIONIFY	
CORRESPONDENCE DATA			
Fax Number:	6173424001		
<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:	6173424000		
Email:	bcorbin@foley.com		
Correspondent Name:	FOLEY & LARDNER LLP		
Address Line 1:	3000 K STREET N.W., SUITE 600		
Address Line 4:	WASHINGTON, D.C. 20007		
ATTORNEY DOCKET NUMBER:	121778-0103		
NAME OF SUBMITTER:	BOBBIE-JEAN CORBIN		
SIGNATURE:	/bobbie-jean corbin/		
DATE SIGNED:	06/18/2020		
Total Attachments: 5			

OP \$90.00 6037665

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Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Secured Party pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Secured Party hereunder are subject to the provisions of the Credit Agreement, dated as of June 5, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between LEVIO CONSEILS INC., the Secured Party, and FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC. In the event of any conflict between the terms of the Credit Agreement and this Trademark Security Agreement, the terms of the Credit Agreement shall govern and control; provided that the foregoing shall not apply with respect to the grant of liens set forth herein.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 5, 2020, is made by LEVIO CONSULTING INC., an Illinois corporation (the "Grantor"), in favor of NATIONAL BANK OF CANADA (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor's affiliate, LEVIO CONSEILS INC. (the "Borrower"), has entered into (a) that certain Credit Agreement dated as of the date hereof (as amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, as the borrower, and FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC and the Secured Party, as lenders, and (b) certain other Security Documents and Operative Documents (each as defined in the Credit Agreement);

WHEREAS, the Grantor is party to (a) that certain Guarantee Agreement dated as of the date hereof in favor of the Secured Party pursuant to which it has guaranteed certain obligations under the Credit Agreement, and (b) that certain Pledge and Security Agreement dated as of the date hereof in favor of the Secured Party (as such agreement may be amended, restated, supplemented, modified or replaced from time to time, the "Security Agreement");

WHEREAS the Grantor and the Secured Party are desirous of recording the Security Agreement and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement and to make the credit facilities available to the Borrower thereunder, the Grantor hereby agrees with the Secured Party as follows:

Section 1. Incorporation of Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark 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. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

Section 2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, the Grantor hereby grants to the Secured Party, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising, in each case, other than any Excluded Property:

- a. each Trademark listed on Schedule I annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- b. all products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 4. Counterparts. This Trademark Security 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.

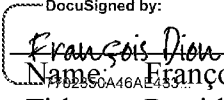
Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without giving effect to the conflict-of-laws principles thereof.

[SIGNATURE PAGES FOLLOW]

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


Very truly yours,

LEVIO CONSULTING INC.,
as the Grantor

By:  DocuSigned by:
Name: François Dion
Title: President, Secretary and Treasurer

ACCEPTED AND AGREED
as of the date first above written:

NATIONAL BANK OF CANADA,
as the Secured Party

By:  _____
Name: Vincent Landry
Title: Associate Vice-President -
National Client Group -
Enterprise Banking

By:  _____
Name: Keven Lavigne
Title: Director Portfolio Management –
National Client Group
– Enterprise Banking

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Number	Registration Date	Filing Date	Serial Number	Owner	Status	Country
LEVIO	6037665	April 21, 2020			Levio Consulting Inc.	Live (Registered)	USA
LEVIO PENSIONIFY	-	-	March 20, 2020	88842408	Levio Consulting Inc.	Live (Not Registered)	USA
PENSIONIFY	-	-	March 20, 2020	88842403	Levio Consulting Inc.	Live (Not Registered)	USA