

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592851

|   |                            |                       |                    |
|---|----------------------------|-----------------------|--------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT             |                       |                    |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST          |                       |                    |
| <b>CONVEYING PARTY DATA</b>   |                            |                       |                    |
| <b>Name</b>   | <b>Formerly</b>            | <b>Execution Date</b> | <b>Entity Type</b> |
| Statflo Inc.  |                            | 08/17/2020            | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |                            |                       |                    |
| <b>Name:</b>  | Bank of Nova Scotia        |                       |                    |
| <b>Street Address:</b>  | 44 King St. West           |                       |                    |
| <b>City:</b>  | Toronto, ON                |                       |                    |
| <b>State/Country:</b>   | CANADA                     |                       |                    |
| <b>Postal Code:</b>   | M5H 1H1                    |                       |                    |
| <b>Entity Type:</b>   | Corporation: CANADA        |                       |                    |
| <b>PROPERTY NUMBERS Total: 3</b>  |                            |                       |                    |
| <b>Property Type</b>  | <b>Number</b>              | <b>Word Mark</b>      |                    |
| <b>Serial Number:</b>   | 88260838                   | STATFLO               |                    |
| <b>Serial Number:</b>   | 88260834                   | S                     |                    |
| <b>Serial Number:</b>   | 88306743                   | SMART LIST            |                    |
| <b>CORRESPONDENCE DATA</b>  |                            |                       |                    |
| <b>Fax Number:</b>  | 4168656636                 |                       |                    |
| <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> |                            |                       |                    |
| <b>Phone:</b>   | 4168652965                 |                       |                    |
| <b>Email:</b>   | bnakano@grllp.com          |                       |                    |
| <b>Correspondent Name:</b>  | Bob Nakano                 |                       |                    |
| <b>Address Line 1:</b>  | Unit 806                   |                       |                    |
| <b>Address Line 2:</b>  | 62 Wellesley St. West      |                       |                    |
| <b>Address Line 4:</b>  | Toronto, ON, CANADA M5H4E3 |                       |                    |
| <b>NAME OF SUBMITTER:</b>   | Bob Nakano                 |                       |                    |
| <b>SIGNATURE:</b>   | /Bob Nakano/               |                       |                    |
| <b>DATE SIGNED:</b>   | 08/19/2020                 |                       |                    |
| <b>Total Attachments: 7</b>   |                            |                       |                    |
| source=IP Security Agreement#page1.tif  |                            |                       |                    |
| source=IP Security Agreement#page2.tif  |                            |                       |                    |
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS AGREEMENT** is made the 17<sup>th</sup> day of August, 2020.

**B E T W E E N:**

**BANK OF NOVA SCOTIA**  
44 King Street West, Toronto, ON M5H 1H1 CANADA  
(hereinafter "BNS")

OF THE FIRST PART,

- and -

**STATFLO INC.**  
1 Yonge Street, Suite 1900, Toronto, ON M5E 1E5 CANADA  
(hereinafter the "Grantor")

OF THE SECOND PART.

**WHEREAS**, Grantor, as debtor, has issued a general security agreement dated as of August 17<sup>th</sup>, 2020 in favour of BNS, as lender (the "Security Agreement"), pursuant to which Grantor has granted a security interest in assets of Grantor, including intangibles, as continuing security for the payment of all past, present and future indebtedness and for the payment and performance of all other present and future obligations of Grantor to BNS.

**WHEREAS**, Grantor has agreed as a condition of the Security Agreement to execute this Agreement for recording with various Intellectual Property Offices in Canada and the United States, as relevant, and other governmental authorities, including other intellectual property offices in other jurisdictions.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants, represents, warrants, covenants and agrees as follows:

**1. GRANT OF SECURITY INTEREST**

Grantor pledges and grants to BNS, as part of the Security Interest, a security interest in all of Grantor's right, title and interest in, to and under Grantor's present and future intellectual property rights to its intangibles (herein the "Intellectual Property Collateral"), the Intellectual Property Collateral including, without limitation, any and all of the following:

(a) All trademark rights, whether registered or not, common law trademarks, trademark applications and trademark registrations, and the entire goodwill associated with such trademarks, including without limitation trademarks set forth in Schedule A attached hereto (collectively, the "Trademarks");

(b) All patents and patent applications including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of same, including without limitation patents and patent applications set forth in Schedule B attached hereto (collectively, the "Patents");

(c) All copyright rights, copyright applications, copyright registrations in each work or authorship and derivative work thereof, whether published or unpublished, now or hereafter existing, created, acquired or held, including without limitation copyrights set forth in Schedule C attached hereto (collectively, the "Copyrights");

(d) All miscellaneous intellectual property not listed in Schedules A, B, or C above, set forth in Schedule D attached hereto (collectively, the "Miscellaneous Intellectual Property"), which may include any one or more of domain names, trade secrets, intellectual property in computer software and computer software products, design rights, and any mask works;

(e) All claims for damages by way of past, present and future infringements of any intellectual property rights in any Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect such damages for such use or infringement of any intellectual property rights therein;

(f) All licenses or other rights to use any of the Intellectual Property Collateral and any and all license fees and royalties arising from such use to the extent permitted by such license or rights;

(g) All amendments, extensions, renewals and extensions of any of the Trademarks, Patents, Copyrights, or Miscellaneous Intellectual Property; and

(h) All specific charges over all present and future Intangibles, Trademarks, Patents, Copyrights, Miscellaneous Intellectual Property, licenses, government tax credits (including SR&ED), registered with any government intellectual property office.

## 2. MISCELLANEOUS

(a) This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Intellectual Property Office in Canada, the United States and other jurisdictions, as relevant. Grantor authorizes and requests that such Intellectual Property Offices record this Agreement against the relevant Intellectual Property Collateral. Grantor agrees to execute, acknowledge and deliver any further assignments, transfers, documents, and things (including further schedules hereto) as may be reasonably requested by BNS in order to give effect to such recordal(s) and to pay all costs for searches and filings in connection therewith.

(b) This Agreement and the security interest is in addition to and not in substitution for any other security now or hereafter held by BNS and shall remain in full force and effect until the indebtedness of the Security Agreement has been paid in full. Grantor does hereby acknowledge and confirm that the grant of the security interest herein to BNS with respect to the Intellectual Property Collateral is more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

(c) This Agreement is made in, and will be governed by, and be construed in accordance with the laws of Ontario, Canada.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF this Agreement has been signed, sealed and delivered on the date set out above.

Kerry Hatch  
Witness


KERRY HATCH  
JULY 23, 2020

STATFLO INC. Peter Macneep

Per: \_\_\_\_\_  
Name: Peter Macneep  
Title: CEO

I have authority to bind Grantor

**SCHEDULE A: TRADEMARKS**

| <b>CANADA TRADEMARK FILINGS</b> |  |               |
|---------------------------------|--|---------------|
| <b>App. No.</b>                 | <b>Trademark</b>   | <b>Status</b> |
| 1946783                         | RETAIL CONVERSATIONS   | Application   |
| 1946785                         | SMART LIST   | Application   |
| 1946787                         | AUDIT  | Application   |
| 1946784                         | SPONSORED LIST   | Application   |
| 1946786                         | TRANSFORM  | Application   |
| 1940640                         | STATFLO  | Application   |
| 1940641                         | S Design<br> | Application   |

| <b>UNITED STATES TRADEMARK FILINGS</b> |  |               |
|--|--|---------------|
| <b>App. No.</b>                        | <b>Trademark</b>   | <b>Status</b> |
| 88260838                               | STATFLO  | Application   |
| 88260834                               | S<br> | Application   |
| 88306743                               | SMART LIST   | Application   |
| 88306736                               | AUDIT  | Not Active    |
| 88306749                               | SPONSORED LIST   | Not Active    |
| 88306740                               | TRANSFORM  | Not Active    |
| 88306724                               | RETAIL CONVERSATIONS   | Not Active    |

**SCHEDULE B: PATENTS**

| <b>CANADA PATENT FILINGS</b>      |              |               |
|-----------------------------------|--------------|---------------|
| <b>App. No. /<br/>Patent. No.</b> | <b>Title</b> | <b>Status</b> |
| NIL                               |              |               |

| <b>UNITED STATES PATENT FILINGS</b> |              |               |
|-------------------------------------|--------------|---------------|
| <b>App. No. /<br/>Patent. No.</b>   | <b>Title</b> | <b>Status</b> |
| NIL                                 |              |               |

**SCHEDULE C: COPYRIGHTS**

| <b>CANADA COPYRIGHT REGISTRATIONS</b>        |              |
|--|--------------|
| <b>Reg. No.</b>                              | <b>Title</b> |
| NIL  |              |
| <b>UNITED STATES COPYRIGHT REGISTRATIONS</b> |              |
| <b>Reg. No.</b>                              | <b>Title</b> |
| NIL  |              |

**Unregistered works having copyright, such works relating to customer success programs, including works relating to any:**

- Onboarding and intake process;
- Guides, videos and documentation;
- Notifications prompted by user inaction or action; and
- Sales training program curriculum.

**Unregistered works having copyright, such works including software, computer programs, user interfaces, images and data relating to any of:**

- User interfaces;
- Chat applications;
- Micro-training content (relating to any tips, videos, scripts, and articles);
- User analytics and behavioral statistics tools and reports;
- Compliance API as a service features;
- Application platform (including dashboards, CRM, reports, uploading, and settings section features);
- Services (including APIs, SMS, uploading, analytics, emailing, reporting, and security and password handling);
- Carrier file processing engines and normalization engines;
- Report designs and filters (created from feedback);
- Custom call list creation tools;
- Campaign creation tools;
- Data Transformation Layer tools;
- Carrier level tools / access rights features;
- Custom RBAC to manage feature access features;
- Bulk reassign account tools; and
- Database schema and content.



**SCHEDULE D: MISCELLANEOUS INTELLECTUAL PROPERTY**

**Domain Names**

- Statflo.com
- Stflo.io
- Statflo.ai
- textk.it
- wheremessageswork.com
- wheremessaginglives.com
- todayinwireless.com
- wheretextingworks.com
- thewirelessbusiness.com
- wirelessforsmallbusiness.com
- textkit.app
- textingkit.com
- wirelesstech.business
- growsalesinwireless.com
- bestmobilephone.store
- ifyouneedmetextme.com
- textkit.io
- wirelessretailmarketing.com
- wheremessagingworks.com
- wirelessretailapps.com
- wheremessageslive.com
- textingkit.io
- bestwireless.store
- wirelessretailguide.com
- chatterspotfacts.com
- betterwireless.store
- wirelessretailtechnology.com
- wheretextinglives.com
- workinginwireless.com

**Business Names**

STATFLO  
STATFLO INC.