

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM603218

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TIM USA Inc.		10/14/2020	Corporation:
Polygroup, Ltd.		10/14/2020	Corporation:
ASC Networks USA Inc.		10/14/2020	Corporation:
International Data Base Corp.		10/14/2020	Corporation:
KCENTRIC USA Inc.		10/14/2020	Corporation:

## RECEIVING PARTY DATA

<b>Name:</b>	The Bank of Nova Scotia
<b>Street Address:</b>	250 - 1002 Sherbrooke West
<b>City:</b>	Montreal, Quebec
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3A 3L6
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
<b>Registration Number:</b>	2288421	BID ALERT
<b>Registration Number:</b>	2143815	BIDNET
<b>Registration Number:</b>	4619790	SOURCESUITE
<b>Registration Number:</b>	2589453	EPIPELINE
<b>Registration Number:</b>	2650210	E PIPELINE
<b>Registration Number:</b>	2510604	POLYGON
<b>Registration Number:</b>	3483811	
<b>Registration Number:</b>	3214638	ADVANCED SOFTWARE CONCEPTS
<b>Registration Number:</b>	3058642	ASC
<b>Registration Number:</b>	3005656	ASC
<b>Registration Number:</b>	3193684	AZOX

## CORRESPONDENCE DATA

Fax Number: 3128767934

*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.*

TRADEMARK

**Phone:** 3142595816  
**Email:** trademarks.us@dentons.com  
**Correspondent Name:** Katie Krutzsch, Paralegal  
**Address Line 1:** Wacker Drive Station, Willis Tower  
**Address Line 2:** P.O. Box 061080  
**Address Line 4:** Chicago, ILLINOIS 60606

**ATTORNEY DOCKET NUMBER:** 20009200.00037

**NAME OF SUBMITTER:** Katie Krutzsch, Paralegal

**SIGNATURE:** /katie krutzsch/

**DATE SIGNED:** 10/15/2020

**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

**Trademark Security Agreement**, dated as of October 14, 2020, by TIM USA Inc., Polygroup, Ltd., ASC Networks USA Inc., International Data Base Corp. and KCENTRIC USA Inc. (individually, a “Grantor”, and, collectively, the “Grantors”), in favor of The Bank of Nova Scotia (the “Lender”).

### W I T N E S S E T H:

WHEREAS the Grantors are party to a Pledge and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Lender pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lender, to enter into the Credit Agreement, the Grantors hereby agree with the Lender as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Lender to secure the performance and payment in full of the Secured Obligations a lien on and security interest in and to all of its right, title and interest in, to and under all Trademark registrations and applications of such Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Lender shall, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by the Grantors in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5 Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction)

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

[Signature pages follow.]

**TIM USA INC.**

By: Hallak  
Name: Hélène Hallak  
Title: Vice President and Secretary

**POLYGROUP, LTD.**

By: Hallak  
Name: Hélène Hallak  
Title: Vice President and Secretary

**ASC NETWORKS USA INC.**

By: Hallak  
Name: Hélène Hallak  
Title: Vice President and Secretary

**INTERNATIONAL DATA BASE CORP.**

By: Hallak  
Name: Hélène Hallak  
Title: Vice President and Secretary

**KCENTRIC USA INC.**

By: Hallak  
Name: Hélène Hallak  
Title: Vice President and Secretary

Agreed and accepted as of the date first written above:

**THE BANK OF NOVA SCOTIA,**  
as Lender



By: \_\_\_\_\_

  
Name: Peter Clair


Title: Director and Head Quebec, National Accounts

**Schedule I  
Trademark Registrations and Applications**

<b>Trademark</b>	<b>Goods &amp; Services</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Appl. No.</b>	<b>Reg. No. / Date of Registration</b>	<b>Set. # &amp; IS Filing</b>	<b>Renewal Date</b>
<b>INTERNATIONAL DATA BASE CORP.</b>							
<b>BID ALERT</b>	<b>S (IC 016)</b> : Newsletters concerning bid proposals on a wide range of goods and services, and not restricted to any particular area, for government, corporations, educational institutions and private individuals.  <b>S (IC 035)</b> : Providing information by global computer network to subscribers regarding the availability of contracts, which may be government contracts or contracts with corporations, educational institutions and private individuals.	US	Registered	75309335	2288421/ October 26, 1999	Accepted & acknowledged on July 31, 2009	3 <sup>rd</sup> 10-YR Renewal: September 28, 2029 Window for filing opens Sept. 28, 2028
<b>BIDNET</b>	<b>S (IC 035)</b> : Business information services, namely, providing access to bid proposals and procurement information on government and business contracts via a global communications network	US	Registered	74624393	2143815/ March 17, 1998		3 <sup>rd</sup> 10-YR Renewal: March 17, 2028
<b>SOURCESUITE</b>	<b>S (IC 035)</b> : Providing information pertaining to procurement, buying, selling and tendering information and opportunities relating to goods, services, and construction via computer, computer networks, telephone, the internet or electronic mail; development, operation and management of one or more computer networks, internet sites and computer databases.  <b>S (IC 036)</b> : Business brokerage services and related consulting pertaining to procurement, buying, selling and tendering information and opportunities.  <b>S (IC 042)</b> : Consulting services in the field of software as a service (SAAS).	US	Registration	86071740	4,619,790 October 14, 2014		October 14, 2024  Window for filing opens October 14, 2023
<b>EPIPELINE</b>	<b>S (IC 035)</b> : Business development services for government contractors via a global computer network, namely, business consultation in the field of contracts, qualifications, networking and	US	Registered	76044034	2,589,453/ July 2, 2002	Accepted & acknowledged on March 31, 2008	2 <sup>nd</sup> 10-YR Renewal: July 2, 2022 Window for filing

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
 E PIPELINE & design	S (IC 035): Business development services for government contractors via a global computer network, namely, business consultation in the field of contracts, qualifications, networking and solicitation response.	US	Registered	76094921	2,650,210/ November 12, 2002		2 <sup>nd</sup> 10-YR Renewal: Nov. 12, 2022 Window for filing opens Nov. 12, 2021
<b>POLYGROUP, LTD.</b>							
POLYGON	S (IC 035) : Providing an online electronic trading network for precious stones. S (IC 038) : Providing an electronic bulletin board for traders of precious stones.	US	Registered	78024626	2,510,604/ November 20, 2001	Accepted & acknowledged on May 15, 2007	2 <sup>nd</sup> 10-YR Renewal: November 20, 2021 Window for filing opens November 20, 2020
 POLYGON DESIGN	S (IC 035) : Providing information about the trading of precious stones. S (IC 038) : Providing on-line electronic bulletin boards for transmission of messages among computer users concerning trading of precious stones.	US	Registered	77313608	3,483,811/ August 12, 2008	Accepted & acknowledged on October 19, 2013	August 12, 2028 Window for filing opens August 12, 2027
<b>RÉSEAUX ASC INC. / ASC NETWORKS INC.</b>							
Advanced Software Concepts	IC 042, US 100 101, G & S: Software development and contract development consulting services, namely, consulting services for the development of contract management software systems, provided to enterprises within the Telecommunications, Financial and government sectors	US	Registered	78163429	3214638 / March 6, 2007	Renewed on Dec. 23, 2016	March 6, 2027

NATDOCS#49297299.v3

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sect. 8 & 15 Filing	Renewal Date
ASC	IC 009. US 021 023 026 036 038. G & S: computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones; computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones IC 042. US 100 101. G & S: software development and contract development consulting services, namely, consulting services for the development of contract management software systems, provided to enterprises within the Telecommunications, Financial and Government sectors	US	Registered	78163379	3058642 / February 14, 2006	Renewed on November 25, 2015	February 14, 2026
	IC 009. US 021 023 026 036 038. G & S: computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones; computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones IC 042. US 100 101. G & S: software development and contract development consulting services, namely, consulting services for the development of contract management software systems, provided to enterprises within the telecommunications, financial and government sectors	US	Registered	78302394	3005656 / October 11, 2005	Renewed on November 25, 2015	October 11, 2025
<b>KCENTRIC USA INC.</b>							



Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
AZOX	Goods and Services: IC 035, US 100 101 102, G & S: BUSINESS CONSULTING SERVICES IN THE AREA OF INFORMATION TECHNOLOGY; FIRST USE: 19990101. FIRST USE IN COMMERCE: 19990101 IC 042, US 100 101, G & S: SOFTWARE DEVELOPMENT SERVICES; HOSTING AND MAINTAINING THE WEB SITES OF OTHERS ON A COMPUTER SERVER FOR A GLOBAL COMPUTER NETWORK; FIRST USE: 19990101. FIRST USE IN COMMERCE: 19990101	US	Registered	78827069	3,193,684 / January 2, 2007	SECT 15, SECT 8(6)-YR), SECTION 8(10)-YR) 20170302.	1ST RENEWAL 20170302 2nd RENEWAL 20270302

**TRADEMARK**  
**REEL: 007078 FRAME: 0093**

**RECORDED: 10/15/2020**