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TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM611930

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Logibec Inc.		12/01/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Antares Capital LP, as Agent	
Street Address:	500 West Monroe Street	
City:	Chicago	
State/Country:	ILLINOIS	
Postal Code:	60661	
Entity Type:	Limited Partnership: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2724646	QUADRANT HR

CORRESPONDENCE DATA

Fax Number: 6175269899

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.

Phone: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery
Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	25278 / 026
NAME OF SUBMITTER:	Christine Slattery
SIGNATURE:	/Christine Slattery/
DATE SIGNED:	12/02/2020

Total Attachments: 3

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GRANT OF A SECURITY INTEREST -- TRADEMARKS

December 1, 2020

WHEREAS, LOGIBEC INC., a Canada corporation (the "<u>Grantor</u>") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached <u>Schedule A</u>, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "<u>Trademarks</u>");

WHEREAS, the Grantor, among others, has entered into a Pledge and Security Agreement, dated December 1, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the "Security Agreement"), in favor of ANTARES CAPITAL LP, as the Agent for itself and certain lenders (in such capacity, together with its successors and assigns, if any, the "Grantee"); and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee, and granted to the Grantee for the benefit of the Secured Parties (as such term is defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that: (1) this Grant of a Security Interest 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 New York; (2) the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein; and (3) in case of any conflict or inconsistency between any terms of this Grant of a Security Interest, on the one hand, and any documents or instruments in respect of the Pledge and Security Agreement, on the other hand, then the terms of the Pledge and Security Agreement shall control.

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IN WITNESS WHEREOF, the Grantor has caused this agreement to be duly executed by its officer thereunto duly authorized as of the date first above stated.

LOGIBEC INC.

By: _______Name: Éric Desrosiers

Title: President and Secretary

SCHEDULE A TO GRANT OF A SECURITY INTEREST

Registered Trademarks (United States)

RECORDED: 12/02/2020

Trademark	Status
QUADRANT HR	Renewed (Registered)
	Section 44(D)
	App 75819168
	App 08-OCT-1999
	Reg 2724646
	Reg 10-JUN-2003

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