

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635883

|                                                                                                                                                                                                 |                                   |                         |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|-------------------------|---------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                    |                         |                     |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | U.S. Trademark Security Agreement |                         |                     |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                   |                         |                     |
| <b>Name</b>                                                                                                                                                                                     | <b>Formerly</b>                   | <b>Execution Date</b>   | <b>Entity Type</b>  |
| Klick Inc.                                                                                                                                                                                      |                                   | 03/31/2021              | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                   |                         |                     |
| <b>Name:</b>                                                                                                                                                                                    | Antares Capital LP                |                         |                     |
| <b>Street Address:</b>                                                                                                                                                                          | 500 West Monroe Street            |                         |                     |
| <b>City:</b>                                                                                                                                                                                    | Chicago                           |                         |                     |
| <b>State/Country:</b>                                                                                                                                                                           | ILLINOIS                          |                         |                     |
| <b>Postal Code:</b>                                                                                                                                                                             | 60661                             |                         |                     |
| <b>Entity Type:</b>                                                                                                                                                                             | Limited Partnership: DELAWARE     |                         |                     |
| <b>PROPERTY NUMBERS Total: 10</b>                                                                                                                                                               |                                   |                         |                     |
| <b>Property Type</b>                                                                                                                                                                            | <b>Number</b>                     | <b>Word Mark</b>        |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 5543957                           | KLICK HEALTH            |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4991055                           | THE DECODED COMPANY     |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4688377                           | INFORMED INTUITION      |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4688378                           | DATA AS A SIXTH SENSE   |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4688376                           | TECHNOLOGY AS A TRAINER |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4688374                           | TECHNOLOGY AS A COACH   |                     |
| <b>Registration Number:</b>                                                                                                                                                                     | 4688373                           | ENGINEERED ECOSYSTEMS   |                     |
| <b>Serial Number:</b>                                                                                                                                                                           | 90015732                          | KLICK HEALTH            |                     |
| <b>Serial Number:</b>                                                                                                                                                                           | 90015726                          | KLICK HEALTH            |                     |
| <b>Serial Number:</b>                                                                                                                                                                           | 90015720                          | K                       |                     |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                   |                         |                     |
| <b>Fax Number:</b>                                                                                                                                                                              |                                   |                         |                     |
| <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>                                                                                                                                                                                   | 2128192511                        |                         |                     |
| <b>Email:</b>                                                                                                                                                                                   | iprecordations@whitecase.com      |                         |                     |
| <b>Correspondent Name:</b>                                                                                                                                                                      | Kate Andes                        |                         |                     |
| <b>Address Line 1:</b>                                                                                                                                                                          | 1221 Avenue of the Americas       |                         |                     |
| <b>Address Line 4:</b>                                                                                                                                                                          | New York, NEW YORK 10020          |                         |                     |

CH \$265.00 5543957

|                                |                   |
|--------------------------------|-------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 1582293-0003-CM65 |
| <b>NAME OF SUBMITTER:</b>      | Kate Andes        |
| <b>SIGNATURE:</b>              | /Kate Andes/      |
| <b>DATE SIGNED:</b>            | 03/31/2021        |

**Total Attachments: 5**

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U.S. TRADEMARK SECURITY AGREEMENT, dated as of March 31, 2021 (this “Agreement”), among KCLICK INC. (the “Grantor”) and ANTARES CAPITAL LP, as collateral agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) among KCLICK VENTURES INC., a corporation organized under the laws of the Province of Ontario (prior to the KV Amalgamation, “Holdings”), 2826215 ONTARIO INC., a corporation organized under the laws of the Province of Ontario (prior to the Klick Amalgamation, “Canadian Borrower”), KCLICK USA, INC., a Delaware corporation (“US Borrower”) and, together with Canadian Borrower, collectively, the “Borrowers” and each, a “Borrower”), the Lenders and the Issuing Banks from time to time party thereto and ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent and (b) the U.S. Collateral Agreement, dated as of March 31, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), by and among the “Grantors” (as defined therein) from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its permitted successors and permitted assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in (i) all of such Grantor’s right, title and interest in, to and under its United States registered Trademarks and the applications for registrations thereof listed on Schedule I attached hereto, (ii) the goodwill of the businesses associated with or symbolized by the foregoing, (iii) all Proceeds of the foregoing and (iv) all claims for, and rights to sue and recover monetary damages for, past, present or future infringements, dilutions or other violations of any of the foregoing (collectively, the “Trademark Collateral”). This Agreement is not to be construed as an assignment of any Trademark. Notwithstanding anything herein to the contrary, the Trademark Collateral shall not include, and in no event shall the Security Interest attach to, any intent-to-use Trademark applications filed in the United States Patent and Trademark Office prior to the filing of a “Statement of Use” or an “Amendment to Allege Use”, with respect thereto, but only to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark application or any registration that may issue therefrom under applicable federal law.

SECTION 3. Termination. Subject to Section 5.13 of the Collateral Agreement, upon the occurrence of the Termination Date, the Security Interest granted herein shall terminate and the Collateral Agent shall promptly execute and deliver to the Grantors any reasonable instrument in writing in recordable form to evidence and release the Security Interest in the Trademark Collateral under this Agreement. Any execution and delivery of documents by the Collateral Agent pursuant to this Section shall be without representation or warranty by the Collateral Agent or any other Secured Party.

SECTION 4. Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set

forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

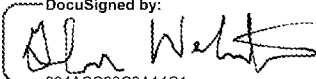
SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

KLICK INC., as Grantor

By  DocuSigned by:  
994AC003C8A14C1...  
Name: Glen Webster  
Title: Chief Financial Officer

[Signature Page to U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007239 FRAME: 0693**

ANTARES CAPITAL LP, as Collateral Agent

By: Matthew Eaves  
Name: Matthew Eaves  
Title: Duly Authorized Signatory

[Signature Page to U.S. Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007239 FRAME: 0694**

## Schedule I

**TRADEMARKS**

| <b>Trademark</b>             | <b>Owner/Applicant</b> | <b>Application No./Registration No.</b> | <b>Filing Date/Registration Date</b> |
|------------------------------|------------------------|-----------------------------------------|--------------------------------------|
| Klick Health                 | Klick Inc.             | 5543957                                 | August 21, 2018                      |
| Klick Health Stacked Logo    | Klick Inc.             | 90/015,732                              | June 23, 2020                        |
| Klick Health Horizontal Logo | Klick Inc.             | 90/015,726                              | June 23, 2020                        |
| K & Circle Icon              | Klick Inc.             | 90/015,720                              | June 23, 2020                        |
| The Decoded Company          | Klick Inc.             | 4991055                                 | July 5, 2016                         |
| Informed Intuition           | Klick Inc.             | 4688377                                 | February 17, 2015                    |
| Data as a Sixth Sense        | Klick Inc.             | 4688378                                 | February 17, 2015                    |
| Technology As A Trainer      | Klick Inc.             | 4688376                                 | February 17, 2015                    |
| Technology As A Coach        | Klick Inc.             | 4688374                                 | February 17, 2015                    |
| Engineered Ecosystems        | Klick Inc.             | 4688373                                 | February 17, 2015                    |