

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638602

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900599182		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPARKCENTRAL, INC.		02/12/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	595 Bay Street, 5th Floor		
City:	TORONTO		
State/Country:	ONTARIO		
Postal Code:	M5H 2C2		
Entity Type:	Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4639770	SPARKCENTRAL	
CORRESPONDENCE DATA			
Fax Number:	2028427899		
<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:	202-776-2046		
Email:	jmfitzpatrick@cooley.com		
Correspondent Name:	JENNIFER FITZPATRICK		
Address Line 1:	C/O COOLEY LLP		
Address Line 2:	1299 Pennsylvania Avenue, NW, Suite 700		
Address Line 4:	WASHINGTON, D.C. 20004-2400		
ATTORNEY DOCKET NUMBER:	313569-131		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	04/12/2021		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of February 12, 2021 by and between SPARKCENTRAL, INC., a Delaware corporation (“**Grantor**”) and CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”).

RECITALS

A. Lender and Grantor are parties to that certain Credit Agreement dated as of March 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and a Pledge and Security Agreement (US), dated as of March 12, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

B. The Obligations are secured by the Collateral including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Lender hereby agree:

AGREEMENT

To secure the Obligations, Grantor grants Lender a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, are complete and accurate as of the date hereof.

Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantors:

Hootsuite Inc.
111 E 5th Ave,
Vancouver, BC, V5T 4L1

Attn: Legal Department

with a copy (that does not constitute notice) to:

Osler, Hoskin & Harcourt LLP
100 King Street West
1 First Canadian Place
Suite 6200, P.O. Box 50
Toronto ON M5X 1B8

Attention: Chad Bayne

Canadian Imperial Bank of Commerce
Credit Processing Services
595 Bay Street, 5th floor
Toronto, Ontario
M5H 2C2
Attn: Gregory McDonald
Email: gregory.mcdonald@cibc.com

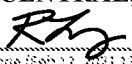
with a copy (that does not constitute notice) to:

Goodmans LLP
333 Bay Street, Suite 3400
Toronto, Ontario M5H 2S7
Facsimile: 416-979-1234

Attention: Michael Bertrand

GRANTOR:

SPARKCENTRAL, INC.

By: 

Ric Leong (Feb 17, 2021 13:30 PST)

Name: Ric Leong

Title: President and Treasurer

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: 

Name: Imran Premji

Title: Authorized Signatory

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

Grantor	Mark	Application Number / Registration Number	Filing Date / Registration Date
Sparkcentral, Inc.	SPARKCENTRAL	86/115,109 / 4,639,770	11/11/2013 / 11/18/2014