

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM650128

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Power Corporation of Canada		03/26/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sagard Holdings Manager LP		
<b>Street Address:</b>	161 Bay Street		
<b>Internal Address:</b>	Suite 5000		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3534825	SAGARD	
<b>Registration Number:</b>	3622503	SAGARD CAPITAL	
<b>Registration Number:</b>	4429121	SAGARD HOLDINGS	
<b>Registration Number:</b>	4573976	IMPACT INVESTING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168632653		
<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>	416-863-2400		
<b>Email:</b>	ip@blakes.com		
<b>Correspondent Name:</b>	BLAKE, CASSELS & GRAYDON LLP - C. HUNTER		
<b>Address Line 1:</b>	199 BAY STREET		
<b>Address Line 2:</b>	SUITE 4000, COMMERCE COURT WEST		
<b>Address Line 4:</b>	TORONTO, CANADA M5L 1A9		
<b>NAME OF SUBMITTER:</b>	Laurie Wright		
<b>SIGNATURE:</b>	/Laurie Wright/		
<b>DATE SIGNED:</b>	05/27/2021		
<b>Total Attachments: 8</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), is made March 26, 2021 (the "Effective Date") between Power Corporation of Canada (the "Assignor") and Sagard Holdings Manager LP (the "Assignee" and, together with Assignor, the "Parties").

### RECITALS:

- A. Assignee wishes to purchase all of Assignor's right, title and interest in and to the trademarks set forth in the attached Schedule A (the "Trademarks"), together with all common law rights and goodwill associated therewith including, if applicable, the following:
- (a) the applications for registration and registrations with respect to such Trademarks, together with all common law rights and the goodwill associated with the Trademarks and all rights of any kind whatsoever of Assignor accruing under the Trademarks provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - (b) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable to Assignor with respect to the Trademarks; and
  - (c) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;
- (together with the Trademarks, the "Assigned IP").
- B. Assignor wishes to convey, transfer and assign to Assignee all right, title and interest that it may have in and to the Assigned IP subject to Assignee's assumption of all liabilities and obligations of Assignor related to or in connection with, directly or indirectly, the Assigned IP, of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on financial statements (collectively, the "Assumed Liabilities").
- C. Assignee wishes to accept the assignment of Assignor's rights, title and interest in the Assigned IP in consideration for a cash amount equal to the Transferred Value and Assignee agrees to assume the Assumed Liabilities.

**NOW, THEREFORE, IN CONSIDERATION**, for other good and valuable consideration (the receipt and legal sufficiency of which is hereby acknowledged), the Parties agree as follows:

1. Assignment of Intellectual Property and Assumption of Liabilities. Assignor hereby conveys, transfers and assigns to Assignee all right, title and interest throughout the world to the Assigned IP. Assignee hereby assumes all of the Assumed Liabilities, including, for the avoidance of doubt, all licenses of the Assigned IP from Assignor to third parties.
2. Consideration. The value of the Assigned IP is US \$55,002 (the "Transferred Value"), which is agreed, acknowledged and expressly intended by the Parties to be the fair market value of

the Assigned IP as of the Effective Date. In consideration for the Assigned IP, Assignee hereby agrees to issue a demand, non-interest bearing promissory note with a principal amount equal to the Transferred Value and to assume the Assumed Liabilities.

3. Taxes. Assignee shall be liable for all taxes, duties or other like charges properly payable upon and in connection with the sale, transfer, conveyance and assignment of the Assigned IP to Assignee save and except for any income taxes payable by Assignor. Without limiting the generality of the foregoing, Assignee shall be responsible for the payment of all applicable goods and services, sales and/or harmonized sales taxes, which amount shall be paid to Assignor on the Effective Date. Assignor hereby confirms that it is registered for HST under the registration number 104279286RT0001.
4. Adjustment. The Parties confirm that the Transferred Value reflects their determination of the fair market value of the Assigned IP as of the Effective Date. Should any tax authority having jurisdiction in the matter (the "Taxing Authority") at any time issue or propose to issue an assessment which imposes or would impose any liability for tax as a result of a determination by the Taxing Authority that the aggregate fair market value of the Assigned IP as of the date of this Assignment is an amount (the "Final Amount") which is not equal to the Transferred Value and if:
  - (a) the Parties to this Assignment agree with such determination;
  - (b) all times for appeals have expired in respect of such determination without having appeals having been taken; or
  - (c) a court or tribunal having jurisdiction in the matter has decided to uphold the determination or has decided that the fair market value of the Assigned IP as of the Effective Date is an amount (the "Court Determined Amount") which is equal to neither the Final Amount nor the Transferred Value as of the Effective Date and (i) all appeal rights in respect of such decision have been exhausted or have expired without appeals having been taken or (ii) the Parties to this Assignment agree with such decision;

then the Transferred Value shall be adjusted effective as of the date hereof to be equal to the Final Amount, or, where the Court Determined Amount is an amount other than the Final Amount, the Court Determined Amount. Any adjustment required hereunder shall be made as retroactive as of the Effective Date and shall be satisfied in the manner agreed to by the Parties.

5. Further Assurances. Each Party shall, upon the reasonable request of the other Party, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Assignment.
6. As-Is Transfer. The transfer of the Assigned IP as provided for herein is made on an "as is", "where is" basis, without any express or implied legal or conventional warranty at Assignee's sole risk and peril. Assignee accepts the Assigned IP and the Assumed Liabilities in their "as is" "where is" condition without relying on any representations or warranties of Assignor. Assignee acknowledges and agrees that Assignor shall not be responsible or liable to Assignee for any defects, errors or omissions or on account of any other conditions affecting the Assigned IP or the Assumed Liabilities.

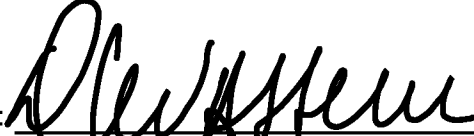
7. Assignor Covenants. The Assignor agrees to, upon request of Assignee and without further consideration:
- (d) authorize any governmental officials to record and register this Assignment and the transactions effected thereby; and
  - (e) cooperate with and assist the Assignee to record itself as the assignee and owner of all rights that are subject to this Assignment, including executing and delivering all further documents, papers, forms and authorizations and taking all other actions that may be necessary to assist the Assignee in securing, completing, or vesting in Assignee full right, title and interest in and to the Assigned IP under this Section 7.
8. Indemnification. Assignee will indemnify, defend and save harmless Assignor and its directors, officers and employees (the "Indemnitees") from any damages suffered by, imposed upon or asserted against the Indemnitees as a result of, in respect of, connected with, or arising out of, under, or pursuant to the Assumed Liabilities.
9. Currency. All sums of money which are referred to in this Assignment are, unless the context or subject matter otherwise permits, expressed in lawful money of the United States.
10. Notices. All notices, requests, demands or other communications by the terms hereof required or permitted to be given or made by any one party to another shall be given in writing in registered mail, postage prepaid, or by e-mail addressed to such other party or delivered to such other party as follows:
- (a) to Assignor:  
  
Power Corporation of Canada  
751 Victoria Square  
Montreal, Quebec, H2Y 2J3  
  
Attention: General Counsel  
E-mail: lemay@powercorp.com
  - (b) to Assignee:  
  
Sagard Holdings Manager GP Inc.  
161 Bay Street, Suite 5000  
Toronto, Ontario, M5J 2S1  
  
Attention: General Counsel  
E-mail: legal@sagardholdings.com

11. Entire Agreement. This Assignment constitutes the entire agreement between the Parties hereto with respect to the subject matter of this Assignment and supersedes all prior agreements and understandings between the Parties with respect thereto. There are no representations, warranties, undertakings or agreements between the Parties hereto with respect to the subject matter of this Assignment except as set forth herein.
12. Amendment, Waiver. No amendment to this Assignment shall be valid or binding unless set forth in writing and duly executed and delivered by the Parties. No waiver of any breach of any provision of this Assignment shall be effective or binding unless made in writing and signed by the Parties purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.
13. Successors and Assigns. This Assignment shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
14. Governing Law. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, and shall be treated in all aspects as a Quebec contract.
15. Counterparts. This Assignment may be executed in counterparts (including counterparts by any form of electronic transmission) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

*[Remainder of page left intentionally blank; signature page follows]*

**IN WITNESS WHEREOF** the parties have executed this Assignment as of the day and year first above written

Assignor  
**POWER CORPORATION OF CANADA**

By:   
Name: Denis Le Vasseur  
Title: Vice-President and Controller

Assignee:  
**SAGARD HOLDINGS MANAGER LP**, by its  
general partner, **SAGARD HOLDINGS  
MANAGER GP INC.**

By: \_\_\_\_\_  
Name: Stephan Klee  
Title: Chief Financial Officer

By: \_\_\_\_\_  
Name: Stéphane Lemay  
Title: Vice-President, General Counsel  
and Secretary

By: \_\_\_\_\_  
Name: Sacha Haque  
Title: General Counsel and Secretary

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**POWER CORPORATION OF CANADA**

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Title: Vice-President, General Counsel  
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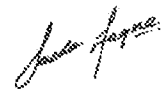
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Title: Vice-President, General Counsel  
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By:  \_\_\_\_\_  
Name: Sacha Haque  
Title: General Counsel and Secretary

**SCHEDULE "A"**

**Trademarks**

<b>Trademark Name</b>	<b>Registration No.</b>	<b>Status</b>	<b>Jurisdiction of Registration</b>
Sagard	3534825	Registered	US
Sagard Capital	3622503	Registered	US
Sagard Holdings	4429121	Registered	US
Impact Investing	4573976	Registered	US

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