

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FRESCHÉ SOLUTIONS INC.		12/07/2020	Corporation: CANADA
FRESCHÉ SOLUTIONS USA CORPORATION		12/07/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	1155 Metcalfe Street, 23rd Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 2V6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	2815717	AMXW	
Registration Number:	4600034	CLEARPATH	
Registration Number:	4052993	DBMOTION	
Registration Number:	1944611	ESPERANT	
Registration Number:	4442129	IMODERNIZE	
Registration Number:	4510442	PRESTO	
Registration Number:	2426763	SOFTBASE	
Registration Number:	2578891	SPEEDWARE	
Registration Number:	1916017	SPEEDWARE	
Registration Number:	3012439	WEBSMART	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<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:	904 247-2620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO Box 331937		

OP \$265.00 2815717

Address Line 4: ATLANTIC BEACH, FLORIDA 32233

NAME OF SUBMITTER: James R. Menker

SIGNATURE: /jmenker/

DATE SIGNED: 06/14/2021

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”) is made as of December 7, 2020, by **FRESCHÉ SOLUTIONS INC.**, a Canadian federal corporation (“Fresche Canada”), and **FRESCHÉ SOLUTIONS USA CORPORATION**, a Delaware corporation (“Fresche USA”, and together with Fresche Canada, each a “Grantor” and together the “Grantors”), in favor of **NATIONAL BANK OF CANADA**, in its capacity as Administrative Agent for the Finance Parties party to the Credit Agreement (defined below) (together with its successors and assigns in such capacity, “Grantee”):

W I T N E S S E T H:

WHEREAS, Grantee, the Lenders from time to time party thereto, Modernization Holdings, Inc., a Delaware corporation, as Holdco, and 12426536 Canada Inc., a Canadian federal corporation (the “Borrower”), as Borrower, are parties to that certain Credit Agreement dated as of December 7, 2020 (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), providing for extensions of credit to be made to the Borrower by the Lenders (capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement or, if not defined in the Credit Agreement, then as defined in the Security Agreements (as defined below));

WHEREAS, pursuant to the terms of that certain General Security Agreement, dated as of December 7, 2020 (the “General Security Agreement”), by Fresche Canada to the Grantee, and that certain Deed of Hypothec, dated as of December 4, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “Deed of Hypothec”, and together with the General Security Agreement, the “Canadian Security Agreements”), by and among Fresche Canada, Grantee, and the other parties party thereto, Fresche Canada has granted to Grantee, for the benefit of the Finance Parties, a security interest in substantially all the assets of Fresche Canada including all right, title and interest of Fresche Canada in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations; and

WHEREAS, pursuant to the terms of that certain Security and Pledge Agreement (US) dated as of December 7, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “US Security Agreement”, and together with the Canadian Security Agreements, each a “Security Agreement” and together the “Security Agreements”), by and among Fresche USA, Grantee, and the other parties party thereto as “Grantors” thereunder, Fresche USA has granted to Grantee, for the benefit of the Finance Parties, a security interest in substantially all the assets of Fresche USA including all right, title and interest of Fresche USA in, to and under all now owned or existing and hereafter acquired Trademarks, Trademark registrations and Trademark applications (excluding any “intent to use” Trademark applications under United States law for which a statement of use or amendment to allege use has not been

filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is accepted by the U.S. Patent and Trademark Office)), and all proceeds thereof, to secure the payment of the Obligations.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to Grantee, to secure the payment of the Obligations, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by such Grantor, including, without limitation, the Trademark registrations and Trademark applications referred to in **Schedule 1** annexed hereto;
- (2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration owned by such Grantor including, without limitation, the Trademark registrations referred to in **Schedule 1** annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in **Schedule 1** annexed hereto.

The security interests granted hereunder are granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreements and are not intended to increase the rights of Grantee or the obligations of each Grantor beyond the rights and obligations contained in the Security Agreement to which such Grantor is a party. Each Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement to which such Grantor is a party, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of this Agreement and each Security Agreement, such Security Agreement shall govern.

This Agreement constitutes an Operative Document. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of the day and year first hereinabove set forth.

FRESCHÉ SOLUTIONS INC.


By: Fraser Preston
Name: Fraser Preston
Title: Chairman

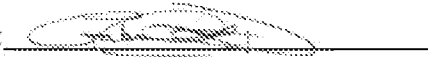
FRESCHÉ SOLUTIONS USA CORPORATION

By: Stephen Woodard
Name: Stephen Woodard
Title: Chief Executive Officer

Agreed and Accepted:

NATIONAL BANK OF CANADA
as Administrative Agent

By: 
Name: Dominic Albanese
Title: Managing Director

By: 
Name: Gabriel Lachance-Dubreuil
Title: Vice-President

Schedule 1
US TRADEMARKS

#	Trademark	Application No.	Date Filed	Registration No.	Date Granted	Status	Current Owner
1.	AMXW	78097660	12/11/11	2815717	2/17/04	Registered	Fresche Solutions Inc.
2.	CLEARPATH	86052202	8/30/13	4600034	9/9/14	Registered	Fresche Solutions USA Corporation
3.	DBMOTION	85293983	4/13/11	4052993	11/8/11	Registered	Fresche Solutions Inc.
4.	ESPERANT	74493620	2/24/94	1944611	12/26/95	Registered	Fresche Solutions Inc.
5.	iModernize	85432839	9/27/11	4442129	12/3/13	Registered	Fresche Solutions Inc.
6.	PRESTO	86049035	8/27/13	4510442	4/8/14	Registered	Fresche Solutions Inc.
7.	SOFTBASE	75886279	1/3/00	2426763	2/6/01	Registered	Fresche Solutions Inc.
8.	SPEEDWARE	78085472	9/25/01	2578891	6/11/02	Registered	Fresche Solutions Inc.
9.	SPEEDWARE & Underline Design <i>SPEEDWARE</i>	74350287	1/21/93	1916017	9/5/95	Registered	Fresche Solutions Inc.
10.	WEBSMART	76199895	1/25/01	3012439	11/8/05	Registered	Fresche

#	<u>Trademark</u>	<u>Application No.</u>	<u>Date Filed</u>	<u>Registration No.</u>	<u>Date Granted</u>	<u>Status</u>	<u>Current Owner</u>
							Solutions Inc.