

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM670857

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SKYNET CANADA HOLDINGS CORP.		08/27/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MIDCAP FINANCIAL TRUST		
Street Address:	7255 WOODMONT AVENUE		
Internal Address:	SUITE 300		
City:	BETHESDA		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	STATUTORY TRUST: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5734462	JMP SOLUTIONS	
Registration Number:	4595113	JMP ENGINEERING	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	KLATHROP@PROSKAUER.COM		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2029 CENTURY PARK EAST, SUITE 2400		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	11964.378		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	08/27/2021		
Total Attachments: 5			
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GRANT OF SECURITY INTEREST IN TRADEMARKS

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS ("Agreement"), effective as of August 27, 2021, is made by Skynet Canada Holdings Corp., a corporation existing under the laws of the Province of Ontario (the "Grantor") of 4026 Meadowbrook Drive, Unit 143, London, Ontario, N6L 1C9, in favour of MidCap Financial Trust, as Collateral Agent (the "Agent") of 7255 Woodmont Ave, Suite 300, Bethesda, Maryland 20814 for the Secured Parties (as defined in the Credit Agreement described below).

WITNESSETH

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 27, 2021 (as amended, restated, amended and restated, replaced, refinanced, supplemented, waived and/or otherwise modified from time to time, the "Credit Agreement"), among, inter alios, Skynet Intermediate U.S. Holdings Corp., a Delaware corporation, Skynet Intermediate Canada Holdings Corp., a corporation existing under the laws of the Province of Ontario ("Canada Holdings"), Skynet U.S. Holdings Corp., a Delaware corporation, 2853936 Ontario Inc., a predecessor by amalgamation of Skynet Canada Holdings Corp., a corporation existing under the laws of the Province of Ontario, the Lenders party thereto from time to time and MidCap Financial Trust, as Administrative Agent, Collateral Agent, sole bookrunner and sole lead arranger. Capitalized terms used herein but not defined herein shall have the respective meanings assigned to such terms in the Credit Agreement;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered that certain Canadian Collateral Agreement, dated as of August 27, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Canadian Collateral Agreement"), in favour of the Collateral Agent for the benefit of the Secured Parties;

WHEREAS, pursuant to the Canadian Collateral Agreement, the Grantor has pledged and granted to the Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property included in the Collateral; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrowers (and in the case of the Specified Hedge Agreements and Cash Management Documents, the Group Members) pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Canadian Collateral Agreement or, if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the ratable benefit of the Secured Parties, a security interest in and Lien on all of the right, title and interest of such Grantor in all of the Trademarks included in the Collateral (including, without limitation, those items listed on Schedule A hereto) now owned or at any time hereafter acquired or created by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest, as collateral

security for the prompt and complete payment in full and performance when due (whether at the stated maturity, by acceleration or otherwise) of its Secured Obligations of such Grantor.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office and Canadian Intellectual Property Office. The security interest granted hereby has been granted to the Agent in connection with the Canadian Collateral Agreement and is expressly subject to the terms and conditions thereof. The Canadian Collateral Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Canadian Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between this Agreement and the Canadian Collateral Agreement, the Canadian Collateral Agreement shall control.

SECTION 5. Recordation. The Grantor authorizes the Agent to file this Agreement with the United States Patent and Trademark Office and the Canadian Intellectual Property Office, as applicable (and any successor office and any similar office in any United States state, province, or other country) for the purpose of perfecting, confirming, continuing, enforcing or protecting the security interest granted by such Grantor, and requests that the Registrar of Trademarks, the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed signature page of this Agreement by facsimile (or other electronic) transmission (including, without limitation, by electronic mail as a “.pdf” or “.tif” attachment) shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. Miscellaneous. Section 7 (Miscellaneous) of the Canadian Collateral Agreement is incorporated herein by reference, except that references therein to this “Agreement” will mean this Agreement.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

SKYNET CANADA HOLDINGS CORP.
as a Grantor

By: 
Name: Scott Shawyer
Title: President

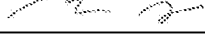
[Signature Page to Grant of Security Interests in Trademarks]

TRADEMARK
REEL: 007406 FRAME: 0446

MIDCAP FINANCIAL TRUST, as Collateral Agent

By: Apollo Capital Management, L.P., its
investment manager

By: Apollo Capital Management GP, LLC,
its general partner

By: 
Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE A

Trademark Registrations

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Registration Date</u>	<u>Registration No.</u>
Canada	JMP SOLUTIONS	March 31, 2017	1830477	October 15, 2019	TMA1058845
Canada	JMP ENGINEERING	April 1, 2010	1475370	January 4, 2011	TMA786299
Canada	Autoflex Loader; Maximizing the Value of Your Labour Design	July 12, 2007	1355462	February 11, 2009	TMA734193
Canada	Autoflex Loader	March 13, 2008	1387990	May 21, 2009	TMA740534
United States	JMP SOLUTIONS	March 31, 2017	87394200	April 23, 2019	5734462
United States	JMP ENGINEERING	April 27, 2010	85024297	September 2, 2014	4595113