

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM671823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TIM USA INC.		08/31/2021	Corporation: DELAWARE
POLYGROUP, LTD.		08/31/2021	Corporation: DELAWARE
ASC NETWORKS USA INC.		08/31/2021	Corporation: DELAWARE
INTERNATIONAL DATA BASE CORP.		08/31/2021	Corporation: NEW YORK
KCENTRIC USA INC.		08/31/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	THE BANK OF NOVA SCOTIA		
Street Address:	250 - 1002 Sherbrooke West		
City:	Montreal, Québec		
State/Country:	CANADA		
Postal Code:	H3A 3L6		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2288421	BID ALERT	
Registration Number:	2143815	BIDNET	
Registration Number:	4619790	SOURCESUITE	
Registration Number:	2589453	EPIPELINE	
Registration Number:	2650210	E PIPELINE	
Registration Number:	5021904	VENDOR REGISTRY	
Registration Number:	2510604	POLYGON	
Registration Number:	3483811		
Registration Number:	3214638	ADVANCED SOFTWARE CONCEPTS	
Registration Number:	3058642	ASC	
Registration Number:	3005656	ASC	
Registration Number:	3193684	AZOX	
CORRESPONDENCE DATA			
Fax Number:	2026725399		

TRADEMARK

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.

Phone: 312-832-4555
Email: IPDocketing@foley.com
Correspondent Name: Sarah Null, Esq., Foley & Lardner LLP
Address Line 1: 321 North Clark Street
Address Line 2: Suite 3000
Address Line 4: Chicago, ILLINOIS 60654-4762

NAME OF SUBMITTER:	Sarah Null
SIGNATURE:	/Sarah Null/
DATE SIGNED:	09/01/2021

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **Intellectual Property Security Agreement**, dated as of August 31, 2021, by TIM USA Inc., Polygroup, Ltd., ASC Networks USA Inc., International Data Base Corp. and KCENTRIC USA Inc. (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of The Bank of Nova Scotia, in its capacity as administrative agent for and on behalf of the Secured Parties (in such capacity, together with its successors and assigns, if any, in such capacity, the “**Agent**”).

W I T N E S S E T H:

WHEREAS the Grantors are party to a Pledge and Security Agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Agent pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders, to enter into the Credit Agreement, the Grantors hereby agree with the Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement and used herein have the meaning given to them in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Agent, for the benefit of the Secured Parties, to secure the performance and payment in full of the Credit Obligations a continuing lien on and security interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the “**Intellectual Property**”):

- a) any and all United States copyright rights, copyright applications, copyright registrations and like protections of each Grantor in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret (collectively, the “**Copyrights**”);
- b) all United States patents, patent applications and like protections of each Grantor including improvements, divisions, continuations, renewals, reissues, extensions and continuation-in-part of the same and all rights therein provided by international treaties or conventions (collectively, the “**Patents**”);
- c) any United States trademark and servicemark rights of each Grantor, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business connected with and symbolized by such trademarks (collectively, the “**Trademarks**”);
- d) any and all trade secrets and trade secret rights, including any rights to unpatented inventions, know-how, operating manuals;
- e) any and all source code;
- f) any and all design rights which may be available to any Grantor;
- g) any and all claims for damages by way of past, present and future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the Intellectual Property rights identified above; and
- h) all amendments, renewals and extensions of any of the Copyrights, Trademarks or Patents.

The Grantors hereby confirm that the attached schedules of the Grantors' 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, respectively, are complete and accurate as of the date hereof.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Intellectual Property Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement will control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Agent will, at the expense of the Grantors, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by the Grantors in writing in recordable form releasing the lien on and security interest in the Intellectual Property under this Intellectual Property Security Agreement.

SECTION 5 Governing Law. This Intellectual Property Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Intellectual Property Security Agreement and the transactions contemplated hereby will be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

SECTION 6. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts, all of which will constitute one and the same instrument, and any party hereto may execute this Intellectual Property Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Intellectual Property Security Agreement by electronic transmission will be effective as delivery of a manually signed counterpart of this Intellectual Property Security Agreement.


[Signature pages follow.]

IN WITNESS WHEREOF, the Grantors and the Agent have executed this Security Agreement as of the date first above written.

GRANTORS:


TIM USA INC.

Per: _____


Name: Nicolas Vanasse
Title: Authorized Signatory


POLYGROUP, LTD.

Per: _____


Name: Nicolas Vanasse
Title: Authorized Signatory


ASC NETWORKS USA INC.

Per: _____


Name: Nicolas Vanasse
Title: Authorized Signatory


INTERNATIONAL DATA BASE CORP.

Per: _____


Name: Nicolas Vanasse
Title: Authorized Signatory

KCENTRIC USA INC.

Per: _____

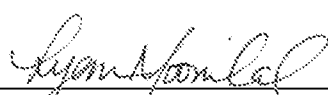

Name: Nicolas Vanasse
Title: Authorized Signatory

Agreed and accepted as of the date first written above:

THE BANK OF NOVA SCOTIA,
as Agent

By: 

Name: Clement Yu
Title: Director

By: 

Name: Ryan Moonilal
Title: Analyst

Exhibit A
Copyrights



Nil.

Exhibit B
Patents

File No.	Status	Country	No. / Date Appl.	Patent No.	Reg. No. / Date of Registration	Holder	Expiry Date
017567-0068	Active	US	16/697,44227-11-2019			International Data Base Corp.	

**Exhibit C
Trademark Registrations and Applications**

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
INTERNATIONAL DATA BASE CORP.							
BID ALERT	S (IC 016) : Newsletters concerning bid proposals on a wide range of goods and services, and not restricted to any particular area, for government, corporations, educational institutions and private individuals. S (IC 035) : Providing information by global computer network to subscribers regarding the availability of contracts, which may be government contracts or contracts with corporations, educational institutions and private individuals.	US	Registered	75309335	2288421/ October 26, 1999	Accepted & acknowledged on July 31, 2009	3 rd 10-YR Renewal: September 28, 2029 Window for filing opens Sept. 28, 2028
BIDNET	S (IC 035) : Business information services, namely, providing access to bid proposals and procurement information on government and business contracts via a global communications network	US	Registered	74624393	2143815/ March 17, 1998		3 rd 10-YR Renewal: March 17, 2028
SOURCESUTE	S (IC 035) : Providing information pertaining to procurement, buying, selling and tendering information and opportunities relating to goods, services, and construction via computer, computer networks, telephone, the internet or electronic mail, development, operation and management of one or more computer networks, internet sites and computer databases. S (IC 036) : Business brokerage services and related consulting pertaining to procurement, buying, selling and tendering information and opportunities. S (IC 042) : Consulting services in the field of software as a service (SAAS).	US	Registration	86071740	4,619,790 October 14, 2014		October 14, 2024 Window for filing opens October 14, 2023

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
 E PIPELINE & design	S (IC 035): Business development services for government contractors via a global computer network, namely, business consultation in the field of contracts, qualifications, networking and solicitation response.	US	Registered	76094921	2,650,210/ November 12, 2002	Accepted & acknowledged on March 31, 2008	2 nd 10-YR Renewal: July 2, 2022 Window for filing opens July 2, 2021
 Vendor Registry	Administration of a program for enabling local governments and agencies to list requests for proposals to potential service providers, and for enabling vendors to locate available bidding opportunities for providing goods and services to governmental agencies; advertising and commercial information services, via the internet; advertising for third party goods and service providers through electronic communications networks; connecting sellers of services with government service provider opportunities through on-line listings; information services relating to tracking and managing requests for proposals; providing a web site which features advertisements for the goods and services of others on a global computer network, and which features advertisements for government project bidding	US	Registered	86863230	5,021,904 August 16, 2016		August 16, 2022
POLYGROUP, LTD.							
POLYGON	S (IC 035) : Providing an online electronic trading network for precious stones. S (IC 038) : Providing an electronic bulletin board for traders of precious stones.	US	Registered	78024626	2,510,604/ November 20, 2001	Accepted & acknowledged on May 15, 2007	2 nd 10-YR Renewal: November 20, 2021 Window for filing opens November 20, 2020



POLYGON DESIGN

S (IC 035) : Providing information about the trading of precious stones.
S (IC 038) : Providing on-line electronic bulletin boards for transmission of messages among computer users concerning trading of precious stones.

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
		US	Registered	77313608	3,483,811 / August 12, 2008	Accepted & acknowledged on October 19, 2013	August 12, 2028 Window for filing opens August 12, 2027

RÉSEAUX ASC INC. / ASC NETWORKS INC.

Advanced Software Concepts

IC 042. US 100 101. G & S: Software development and contract development consulting services, namely, consulting services for the development of contract management software systems, provided to enterprises within the Telecommunications, Financial and government sectors

US	Registered	78163429	3214638 / March 6, 2007	Renewed on Dec. 23, 2016	March 6, 2027
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ASC

IC 009. US 021 023 026 036 038. G & S: computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs, or cellphones

US	Registered	78163379	3058642 / February 14, 2006	Renewed on November 25, 2015	February 14, 2026
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IC 042. US 100 101. G & S: software development and contract development consulting services, namely, consulting services for the development of contract management software systems, provided to enterprises within the Telecommunications, Financial and Government sectors

US	Registered	78302394	3005656 / October 11, 2005	Renewed on November 25, 2015	October 11, 2025
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IC 009. US 021 023 026 036 038. G & S: computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones; computer software products providing contract management systems for creating, executing, securing, authenticating, storing or managing signed contracts through a web-based GUI, supporting browsers, PDAs or cell phones

Trademark	Goods & Services	Jurisdiction	Status	Appl. No.	Reg. No. / Date of Registration	Sec. 8 & 15 Filing	Renewal Date
KCENTRIC USA INC.							
AZOX	Goods and Services: IC 035, US 100 101 102, G & S: BUSINESS CONSULTING SERVICES IN THE AREA OF INFORMATION TECHNOLOGY. FIRST USE: 19990101. FIRST USE IN COMMERCE: 19990101 IC 042, US 100 101, G & S: SOFTWARE DEVELOPMENT SERVICES; HOSTING AND MAINTAINING THE WEB SITES OF OTHERS ON A COMPUTER SERVER FOR A GLOBAL COMPUTER NETWORK. FIRST USE: 19990101. FIRST USE IN COMMERCE: 19990101	US	Registered	78827069	3,193,684 / January 2, 2007	SECT 15, SECT 8(6)-YR, SECTION 8(10)-YR 20170302.	1ST RENEWAL 20170302 2nd RENEWAL 20270302

NATDOCS 57493899.V3