

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM678008

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wishpond Technologies Ltd.		09/24/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	130 King Street		
Internal Address:	Suite 3200		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4742411	WISHPOND	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, ONTARIO K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	09/30/2021		
Total Attachments: 7			
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NOTICE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This Notice of Intellectual Property Security Interest (this "**Notice**") is entered into and effective as of September 24, 2021, by and between **WISHPOND TECHNOLOGIES LTD.** (together with its successors and permitted assigns, the "**Grantor**"), and **NATIONAL BANK OF CANADA** (together with its successors and assigns, the "**Grantee**") (collectively, the "**Parties**").

WHEREAS Grantor has granted to Grantee a security interest in, among other things, all right, title and interests of Grantor in and to Grantor's copyrights, patents, and trademarks referred to in Schedule "A", Schedule "B", Schedule "C", and Schedule "D" hereto, owned by Grantor (the "**Intellectual Property**"), pursuant to that certain General Security Agreement dated as of the date hereof (the "**Security Agreement**"); and,

WHEREAS the Parties desire to provide third parties with notice of the grant of security interest described in the preceding paragraph (the "**Security Interest**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Grantor hereby agrees that the Security Agreement extends to and creates a security interest in favor of Grantee in the Intellectual Property.

2. The Parties agree that this Notice may be recorded with the United States Patent and Trademark Office and such other authorities as Grantee desires to provide notice to third parties of the Security Interest granted under the Security Agreement. Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Notice is not intended to alter in any way the rights or obligations of the Parties set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Notice conflict with the Security Agreement, the terms of the Security Agreement shall govern.

3. This Notice may be executed in counterparts, each of which shall constitute an original and all of which shall, when taken together, constitute one and the same agreement, notwithstanding that all parties may not have signed all counterparts of this Notice.

**Remainder of page intentionally blank.
Signature page follows.**

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

GRANTOR:

WISHPOND TECHNOLOGIES LTD.

By: _____

Name:

Title:

GRANTEE:

NATIONAL BANK OF CANADA

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Parties have entered into this Notice by and through their duly authorized representatives.

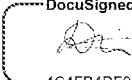
GRANTOR:

WISHPOND TECHNOLOGIES LTD.

By: _____
Name:
Title:

GRANTEE:

NATIONAL BANK OF CANADA

DocuSigned by:

By: _____
Name: David Looi
Title: Senior Director
Technology and Innovation Banking

SCHEDULE A
Copyrights

CANADA:

NIL.

USA:

NIL.

SCHEDULE B

Patents

CANADA:

NIL.

USA:

NIL.

SCHEDULE C

Trademarks

CANADA:

Trademark	Application No.	Filing Date	Registration No.	Registration Date
WISHPOND	1683966	2014-07-04	TMA920914	2015-11-23

USA:

Trademark	Application No.	Filing Date	Registration No.	Registration Date
WISHPOND	86334652	2014-07-11	4742411	2015-05-26

SCHEDULE D

**Industrial
Designs**

NIL.