

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM684668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Canadian Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Syntax Systems Ltd.		10/29/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MS Private Credit Administrative Services LLC, as Agent		
<b>Street Address:</b>	1585 Broadway		
<b>Internal Address:</b>	39th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10036		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6219367	SYNTAX	
<b>Registration Number:</b>	6208490	SYNTAX	
<b>Registration Number:</b>	5543454	SYNTAX ENTERPRISE CLOUD	
<b>Registration Number:</b>	5089785	SYNTAX ENTERPRISECARE	
<b>Registration Number:</b>	2716871	SYNTAX.NET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>	312/876-7628		
<b>Email:</b>	linda.kastner@lw.com		
<b>Correspondent Name:</b>	Linda R. Kastner, c/o Latham & Watkins		
<b>Address Line 1:</b>	330 N. Wabash Avenue		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>NAME OF SUBMITTER:</b>	Linda Kastner		
<b>SIGNATURE:</b>	/lk/		
<b>DATE SIGNED:</b>	10/29/2021		

OP \$140.00 6219367

**Total Attachments: 6**

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CANADIAN TRADEMARK SECURITY AGREEMENT

THIS CANADIAN TRADEMARK SECURITY AGREEMENT, dated as of October 29, 2021, is made by SYNTAX SYSTEMS LTD (“Grantor”) in favour of MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC (“Morgan Stanley”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 29, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Morgan Stanley, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein.

WHEREAS, the Grantor (other than the Canadian Borrower) has agreed, pursuant to a Canadian Guaranty and Security Agreement dated as of October 29, 2021 in favour of the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Canadian Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement);

WHEREAS, the Grantor is party to the Canadian Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Canadian Trademark Security Agreement; and

WHEREAS the Grantor, among others, has entered into a Deed of Hypothec governed by the laws of Quebec dated October 29, 2021 in favour of the Agent, as hypothecary representative (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Deed of Hypothec”);

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Canadian Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the

Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses included in the Collateral providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and.
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

Section 3. Canadian Guaranty and Security Agreement. The security interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Canadian Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Canadian Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Confirmation of Hypothec. As security for the due payment and performance of its Secured Obligations, the Grantor confirms that pursuant to the Deed of Hypothec, it granted in favour of the Agent, as hypothecary representative, a hypothec on the universality of its present and future movable property, including, without limitation, the trademarks set forth in Schedule 1 hereto.

Section 5. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 6. Counterparts. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof. The words “execution”, “signed”, “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be.

Section 7. Governing Law. This Canadian Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein. Notwithstanding the foregoing, the laws of the Province of Quebec and the federal laws of Canada applicable therein shall govern those issues relating to the Deed of Hypothec and the validity, publication, effects of publication or enforcement of the hypothecs created thereby.

Section 8. Release and Termination. At the time provided in subsection 9.10(b)(iii) of the Credit Agreement or upon the occurrence of an event expressly permitted by, or provided for, in the Credit Agreement or the Canadian Guaranty and Security Agreement that would result in the release of all or a portion of the Trademark Collateral, all or such applicable portion of the Trademark Collateral shall be automatically released from the Lien created hereby and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Agent and Grantor hereunder shall automatically terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Trademark Collateral shall revert to the Grantors. At the request of the Grantor following any such termination, the Agent shall promptly execute and deliver to the Grantor such documents as the Grantor reasonably requests to evidence such termination.


[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Canadian Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**SYNTAX SYSTEMS LTD.,**

as Grantor

By:  \_\_\_\_\_  
DocuSigned by:  
Christian Primeau  
C3A6E2F31C064B1

Name: Christian Primeau

Title: Chief Executive Officer

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

**MS PRIVATE CREDIT ADMINISTRATIVE SERVICES LLC**




By:   
Name: Orit Mizrahi  
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO CANADIAN TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

REGISTERED TRADEMARKS

SYNTAX 	United States	Syntax Systems Ltd.	December 15, 2020	6219367
SYNTAX	United States	Syntax Systems Ltd.	December 1, 2020	6208490
SYNTAX ENTERPRISE CLOUD	United States	Syntax Systems Ltd.	August 21, 2018	5543454
SYNTAX ENTERPRISECARE 	United States	Syntax Systems Ltd.	November 29, 2016	5089785
SYNTAX.NET 	United States	Syntax Systems Ltd.	May 20, 2003	2716871

TRADEMARK APPLICATIONS

IP LICENSES