

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM689711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LIFT Digital Inc.		11/05/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	199 Bay Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L1A2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4890393	LIFT	
<b>Registration Number:</b>	4780398	LIFT SESSION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	16178037040		
<b>Email:</b>	larry.robins@fisherbroyles.com		
<b>Correspondent Name:</b>	Lawrence R. Robins		
<b>Address Line 1:</b>	4 MacQuarrie Lane		
<b>Address Line 4:</b>	Westford, MASSACHUSETTS 01886		
<b>NAME OF SUBMITTER:</b>	Lawrence R. Robins		
<b>SIGNATURE:</b>	/Lawrence R. Robins/		
<b>DATE SIGNED:</b>	11/22/2021		
<b>Total Attachments: 7</b>			
source=LiftDigitalSecurityAgreement#page1.tif			
source=LiftDigitalSecurityAgreement#page2.tif			
source=LiftDigitalSecurityAgreement#page3.tif			
source=LiftDigitalSecurityAgreement#page4.tif			

OP \$65.00 4890393

source=LiftDigitalSecurityAgreement#page5.tif

source=LiftDigitalSecurityAgreement#page6.tif

source=LiftDigitalSecurityAgreement#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of November 5<sup>th</sup>, 2021, between CANADIAN IMPERIAL BANK OF COMMERCE, as Administrative Agent for the Lenders (“**Agent**”) and LIFT DIGITAL INC., a corporation incorporated under the federal laws of Canada (the “**Grantor**”).

### RECITALS

A. The Lenders had agreed and did make certain advances of money and extended certain financial accommodation (the “**Loans**”) to LifeSpeak Inc. in the amounts and manner set forth in that certain Credit Agreement by and among Agent, the Lenders party thereto and the Loan Parties dated as of March 31, 2021 (as the same may be amended, modified or supplemented from time to time, collectively, the “**Credit Agreement**”). The Lenders were willing to make the Loans to the Loan Parties, but only upon the condition, among others, that if at any time after the Closing Date the Borrower created or acquired a Material Subsidiary, such new Material Subsidiary would grant to Agent for the benefit of the Secured Parties a security interest in its Collateral, including certain Intellectual Property to secure the obligations of Grantor under the Credit Agreement.

B. Pursuant to the terms of the supplement to the General Security Agreement, dated as of the date hereof (as the same may be amended, modified or supplemented from time to time, the “**Security Agreement**”; capitalized terms used herein are used as defined in the Credit Agreement or the Security Agreement, as applicable), by and among, *inter alios*, Agent and Grantor, Grantor has granted to Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

C. The Obligations are secured by the Collateral (as defined in the Security Agreement), including without limitation, all of Grantor’s Intellectual Property.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent for the benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s 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.

2. Grantor hereby authorizes Agent to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. 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 and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

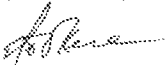
Address of Grantor:

LIFT Digital Inc.  
c/o LifeSpeak Inc.  
49 Wellington Street East, Suite 301  
Toronto, ON M5E 1C9

Attention: Mike McKenna

GRANTOR:

LIFT DIGITAL INC.

By:  \_\_\_\_\_

Name: Mike McKenna

Title: Chief Financial Officer

Address of Agent:

Canadian Imperial Bank of Commerce  
199 Bay Street, 4th Floor  
Toronto, ON M5L 1A2  
Attention: Rob Rosen, Managing Director and Oleg  
Dudchenko, Director

AGENT:

~~CANADIAN IMPERIAL BANK OF COMMERCE~~, as  
Administrative Agent

By: 

Name: Rob Rosen

Title: Authorized Signatory, Managing Director

By: 

Name: Oleg Dudchenko

Title: Authorized Signatory, Director

EXHIBIT A  
COPYRIGHTS

*Nil.*

EXHIBIT B

PATENTS

*Nil.*



EXHIBIT C

TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION / SERIAL NUMBER</u>	<u>REGISTRATION / APPLICATION DATE</u>
LIFT	4890393	Jan. 19, 2016
LIFT SESSION	4780398	Jul. 28, 2015

7210990