

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM695138

| | | | |
|---|----------------------------------|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Globys, Inc. | | 12/08/2021 | Corporation: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Bank of Montreal | | |
| Street Address: | 100 King Street West, 18th Floor | | |
| City: | Toronto | | |
| State/Country: | CANADA | | |
| Postal Code: | M5X 1A1 | | |
| Entity Type: | CHTD. Bank: UNITED STATES | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4033764 | BILL ANALYST | |
| Registration Number: | 3694684 | GLOBYS | |
| Registration Number: | 3694683 | GLOBYS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8888295819 | | |
| <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: | 888-829-5817 | | |
| Email: | trevor.harris@wolterskluwer.com | | |
| Correspondent Name: | CT Corporation | | |
| Address Line 1: | 208 South LaSalle St. | | |
| Address Line 4: | Suite 814, ILLINOIS 60604 | | |
| NAME OF SUBMITTER: | Diandra M. LaMantia | | |
| SIGNATURE: | /Diandra M. LaMantia/ | | |
| DATE SIGNED: | 12/15/2021 | | |
| Total Attachments: 6 | | | |
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| source=Trademark Collateral Agreement (Globys 2021)#page2.tif | | | |
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Globys, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Delaware
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 8, 2021

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of Montreal

Street Address: 100 King Street West, 18th Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5X 1A1

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other CHTD. Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

None

B. Trademark Registration No.(s) _____

See Schedule A attached hereto and made a part hereof.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Diandra M. LaMantia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamantia@chapman.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

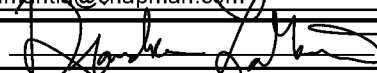
- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

 for Chapman and Cutler LLP

Signature

12/15/21

Date

Diandra M. LaMantia, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

TRADEMARK COLLATERAL AGREEMENT

This 8th day of December, 2021, GLOBYS, INC. a Delaware corporation ("*Debtor*") with its principal place of business and mailing address at 1 Antes Drive, Suite 140, Ottawa, Ontario, Canada, K2E 8C4, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, collaterally assigns, mortgages and pledges to BANK OF MONTREAL ("*Secured Party*"), a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement dated as of December [___], 2021, among Debtor, the other "Debtors" party thereto and Secured Party, as the same may be amended, supplemented, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-to-Use Applications*"), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the collateral assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more

fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

THIS TRADEMARK COLLATERAL AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND DETERMINED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. This Trademark Collateral 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

GLOBYS, INC.

By _____
Name Jeff Bender
Title President and Chief Executive Officer

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Secured Party

By _____
Name _____
Title _____

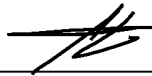
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.


GLOBYS, INC.

By Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, as Secured Party

By  _____
Name: Andre Orbe
Title: Managing Director, BMO Corporate Finance

By  _____
Name: Andrew Hockin
Title: Managing Director, BMO Capital Partners

By  _____
Name: Dan Milic
Title: Director, BMO Capital Partners

By  _____
Name: Matthew Garcia
Title: Director, BMO Corporate Finance

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

OWNED U.S. TRADEMARKS:

| Debtor | Jurisdiction | Registration/ Serial Number | Title | Issue Date/ Filing Date |
|---------------|---------------------|--|--------------|------------------------------------|
| Globys, Inc. | United States | 4,033,764 | BILL ANALYST | 8/26/2010 |
| Globys, Inc. | United States | 3,694,684 | GLOBYS | 4/28/2008 |
| Globys, Inc. | United States | 3,694,683 | GLOBYS | 4/28/2008 |