

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM710381

<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>
CHAORDIX INC.		01/04/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3801630	CHAORDIX	
<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>	202-585-8000		
<b>Email:</b>	nptm@nixonpeabody.com		
<b>Correspondent Name:</b>	Jennette W. Psihoules, Nixon Peabody LLP		
<b>Address Line 1:</b>	799 9th Street, NW, Suite 500		
<b>Address Line 4:</b>	Washington, D.C. 20001		
<b>ATTORNEY DOCKET NUMBER:</b>	77606-CA Imperial Bank		
<b>NAME OF SUBMITTER:</b>	Jennette W. Psihoules		
<b>SIGNATURE:</b>	/Jennette W. Psihoules/		
<b>DATE SIGNED:</b>	02/24/2022		
<b>Total Attachments: 6</b>			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of January 4, 2022 among **CHAORDIX INC.**, a Federal corporation extra-provincially registered in Alberta (“**Grantor**”) and **CANADIAN IMPERIAL BANK OF COMMERCE** (“**Lender**”).

RECITALS

A. Lender and Benevity, Inc. entered into a Credit Agreement dated as of March 12, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and Lender and Grantor are entering into a joinder dated as of the date hereof (the “**Joinder**”) to the US pledge and security agreement dated as of March 12, 2019 (as amended and supplemented by the Joinder, and as may be further amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

B. The Obligations are secured by the Collateral including without limitation, all of the Grantor’s Intellectual Property.

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

AGREEMENT

To secure the Obligations, Grantor grants Lender a security interest in all of the Grantor’s right, title and interest in its Intellectual Property. The Grantor hereby confirms that the attached schedules of such 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.

The Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which the 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.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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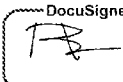
**IN WITNESS WHEREOF**, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

Chaordix Inc.  
#700, 611 Meredith Rd. NE,  
Calgary AB T2E 2W5

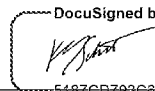
**GRANTOR:**

**CHAORDIX INC.**

By:  \_\_\_\_\_  
DocuSigned by:  
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Name: Bryan de Lottinville

Title: President

By:  \_\_\_\_\_  
DocuSigned by:  
5187CB793C644BF...

Name: Kelly Schmitt

Title: Treasurer and Secretary

Canadian Imperial Bank of Commerce  
199 Bay Street, 4th Floor  
Toronto, ON M5L 1A2

**LENDER:**

**CANADIAN IMPERIAL BANK OF  
COMMERCE**

By: *Aigerim Malikova*

Name: Aigerim Malikova

Title: Authorized Signatory

By: *Patrick Martin*

Name: PATRICK MARTIN, MANAGING DIRECTOR

Title: Authorized Signatory