

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM720449

|  |                                |  |                                     |
|--|--------------------------------|--|-------------------------------------|
| <b>SUBMISSION TYPE:</b>                | NEW ASSIGNMENT                 |  |                                     |
| <b>NATURE OF CONVEYANCE:</b>           | Trademark Collateral Agreement |  |                                     |
| <b>CONVEYING PARTY DATA</b>            |                                |  |                                     |
| <b>Name</b>                            | <b>Formerly</b>                | <b>Execution Date</b>                    | <b>Entity Type</b>                  |
| Alithya USA, Inc                       |                                | 04/11/2022                               | Corporation: DELAWARE               |
| Alithya Digital Technology Corporation |                                | 04/11/2022                               | Corporation: CANADA                 |
| Groupe Alithya Inc./Alithya Group Inc. |                                | 04/11/2022                               | Corporation: CANADA                 |
| Alithya Canada Inc.                    |                                | 04/11/2022                               | Corporation: CANADA                 |
| Vitalyst, LLC                          |                                | 04/11/2022                               | Limited Liability Company: DELAWARE |
| <b>RECEIVING PARTY DATA</b>            |                                |  |                                     |
| <b>Name:</b>                           | The Bank of Nova Scotia        |  |                                     |
| <b>Street Address:</b>                 | 40 King St. West               |  |                                     |
| <b>Internal Address:</b>               | 62nd Fl. Scotia Plaza          |  |                                     |
| <b>City:</b>                           | Toronto                        |  |                                     |
| <b>State/Country:</b>                  | CANADA                         |  |                                     |
| <b>Postal Code:</b>                    | M5W 2X6                        |  |                                     |
| <b>Entity Type:</b>                    | Bank: CANADA                   |  |                                     |
| <b>PROPERTY NUMBERS Total: 21</b>      |                                |  |                                     |
| <b>Property Type</b>                   | <b>Number</b>                  | <b>Word Mark</b>                         |                                     |
| <b>Registration Number:</b>            | 4167130                        | EDGEWATER                                |                                     |
| <b>Registration Number:</b>            | 3447301                        | EDGEWATER                                |                                     |
| <b>Registration Number:</b>            | 4080843                        | EDGEWATER FULLSCOPE                      |                                     |
| <b>Registration Number:</b>            | 3371203                        | R RANZAL AN EDGEWATER TECHNOLOGY COMPANY |                                     |
| <b>Registration Number:</b>            | 4074844                        | EDGEWATER                                |                                     |
| <b>Registration Number:</b>            | 4087668                        | SWI                                      |                                     |
| <b>Registration Number:</b>            | 5298928                        | ALITHYA                                  |                                     |
| <b>Serial Number:</b>                  | 88829568                       | ASKIDA                                   |                                     |
| <b>Registration Number:</b>            | 4263124                        | R3D                                      |                                     |
| <b>Serial Number:</b>                  | 90323603                       | LEARNNOW                                 |                                     |
| <b>Registration Number:</b>            | 6475303                        | ADAPTIVE LEARNING POWERED BY VITALYST    |                                     |
| <b>Registration Number:</b>            | 6475304                        | ADAPTIVE LEARNING POWERED BY VITALYST    |                                     |

OP \$540.00 4167130

| Property Type        | Number  | Word Mark                       |
|----------------------|---------|---------------------------------|
| Registration Number: | 5708509 | VITALYST                        |
| Registration Number: | 6050577 | HELP ME KNOW                    |
| Registration Number: | 5854653 | ACTIVE 365                      |
| Registration Number: | 5708492 | VITALYST LEARN MASTER TRANSFORM |
| Registration Number: | 5854654 | ACTIVE 365                      |
| Registration Number: | 5842531 | VITALYST PROPEL METHODOLOGY     |
| Registration Number: | 5708493 | VITALYST                        |
| Registration Number: | 5792007 | LEARN > MASTER > TRANSFORM      |
| Registration Number: | 4657544 | VITALYST                        |

#### CORRESPONDENCE DATA

**Fax Number:**

*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.*

**Phone:** 3122883582  
**Email:** alyssa.howard@wolterskluwer.com  
**Correspondent Name:** CT Corporation  
**Address Line 1:** 208 S LaSalle Street  
**Address Line 2:** Suite 814  
**Address Line 4:** Chicago, ILLINOIS 60604

|                           |                    |
|---------------------------|--------------------|
| <b>NAME OF SUBMITTER:</b> | Melanie A. Fagan   |
| <b>SIGNATURE:</b>         | /Melanie A. Fagan/ |
| <b>DATE SIGNED:</b>       | 04/11/2022         |

**Total Attachments: 9**  
source=85909378 - 1#page1.tif  
source=85909378 - 1#page2.tif  
source=85909378 - 1#page3.tif  
source=85909378 - 1#page4.tif  
source=85909378 - 1#page5.tif  
source=85909378 - 1#page6.tif  
source=85909378 - 1#page7.tif  
source=85909378 - 1#page8.tif  
source=85909378 - 1#page9.tif

## TRADEMARK COLLATERAL AGREEMENT

This 11<sup>th</sup> day of April, 2022, each of the undersigned party hereto under the heading “*Debtors*” (each, a “*Debtor*” and collectively, the “*Debtors*”), each with its chief executive office at 400-1100 boul. Robert-Bourassa, Montréal, Québec, H3B 3A5, Canada, other than (i) Alithya Digital Technology Corporation that has its registered office at 1200-2 Sheppard Avenue East, Toronto, Ontario, M2N 5Y7 Canada, and (ii) Vitalyst, LLC that has its chief executive office at 400-1100 boul. Robert-Bourassa Montréal (Québec) H3B 3A5 Canada, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to The Bank of Nova Scotia, a Canadian chartered bank (“*BNS*”), with its mailing address at 62nd Floor, Scotia Plaza, 40 King Street West, Toronto, Ontario M5W 2X6, acting as administrative agent hereunder for the Secured Creditors (as defined in the Security Agreements hereinafter defined) (BNS acting as such Administrative Agent and any successor or successors to BNS acting in such capacity for and on behalf of the Secured Creditors being hereinafter referred to as the “*Administrative Agent*”), and grants to the Administrative Agent 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 all extensions and renewals thereof; 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 such Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, 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 such Debtor as set out in that certain Security Agreement dated as of January 22, 2019, among certain of the Debtors, the other debtors party thereto and the Administrative Agent, as the same may be amended, modified, restated or supplemented from time to time (the “*US Security Agreement*”) or in that certain Deed of Hypothec dated January 16, 2019, among certain of the Debtors, the other debtors party thereto and the Administrative Agent, acting in its capacity as hypothecary representative, as the same may be amended, modified, or restated from time to time (the “*2019 Deed of Hypothec*”) or in that certain Deed of Hypothec dated January 20, 2022, among certain of the Debtors, the other debtors party thereto and the Administrative Agent, acting in its

capacity as hypothecary representative, as the same may be amended, modified, or restated from time to time (the “2022 Deed of Hypothec” and together with the US Security Agreement and the 2019 Deed of Hypothec, the “Security Agreements”), as applicable.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to the Administrative Agent of any applications by any 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 any 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 the Administrative Agent 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.

Each Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Administrative Agent.

Each Debtor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the 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. The rights and remedies of the Administrative Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts of law provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations law). This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

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

*“DEBTORS”*

ALITHYA USA, INC.


By   
\_\_\_\_\_  
Name: Claude Thibault  
Title: Chief Financial Officer

ALITHYA DIGITAL TECHNOLOGY CORPORATION

By   
\_\_\_\_\_  
Name: Claude Thibault  
Title: Chief Financial Officer

GROUPE ALITHYA INC. / ALITHYA GROUP INC.

By   
\_\_\_\_\_  
Name: Claude Thibault  
Title: Chief Financial Officer

By   
\_\_\_\_\_  
Name: François J. Leblanc  
Title: General Counsel

ALITHYA CANADA INC.


By   
Name: Claude Thibault  
Title: Chief Financial Officer

VITALYST, LLC

By   
Name: Claude Thibault  
Title: Chief Financial Officer

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

THE BANK OF NOVA SCOTIA, as Administrative  
Agent

By   
Name Luc Flynn  
Title Director, National Accounts

By   
Name Habib Habibi  
Title Associate Director, National Accounts