

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM731704

<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>
SHIFT MARKETING STUDIO INC.		05/31/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF MONTREAL		
<b>Street Address:</b>	100 King Street West, 18th Floor		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<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>Serial Number:</b>	97331098	QUADSHIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168656636		
<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>	14168652965		
<b>Email:</b>	bnakano@grllp.com		
<b>Correspondent Name:</b>	Robert Nakano		
<b>Address Line 1:</b>	22 Adelaide St W, Ste. 3600		
<b>Address Line 2:</b>	Bay Adelaide Centre - East Tower		
<b>Address Line 4:</b>	Toronto, CANADA M5H 4E3		
<b>NAME OF SUBMITTER:</b>	Robert Nakano		
<b>SIGNATURE:</b>	/Robert Nakano/		
<b>DATE SIGNED:</b>	06/01/2022		
<b>Total Attachments: 4</b>			
source=USTrademarkSecurityAgmtShiftMarketing#page1.tif			
source=USTrademarkSecurityAgmtShiftMarketing#page2.tif			
source=USTrademarkSecurityAgmtShiftMarketing#page3.tif			
source=USTrademarkSecurityAgmtShiftMarketing#page4.tif			

CH \$40.00 97331098

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (“**Trademark Security Agreement**”), dated as of May 31, 2022 is made by SHIFT MARKETING STUDIO INC., an Ontario corporation (the “**Grantor**”), in favor of BANK OF MONTREAL (the “**Lender**”).

WHEREAS, the Grantor has entered into a credit agreement, as borrower, dated as of the date hereof, as amended, restated, supplemented, replaced or otherwise modified from time to time, with the Lender (the “**Credit Agreement**”).

WHEREAS, as a condition precedent to the making of the loans by the Lender under the Credit Agreement, the Grantor has executed and delivered to the Lender a certain security agreement dated as of the date hereof, made by and between the Grantor and the Lender (the “**Security Agreement**”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**Trademark Collateral**”):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) 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

(d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks at the United States Patent and Trademark Office to record and register this Trademark Security Agreement upon request by the Lender.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The

provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

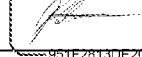
6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the State of New York and the federal laws of the United States applicable therein.

[SIGNATURE PAGE FOLLOWS]

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

**SHIFT MARKETING STUDIO INC.**

DocuSigned by:



---

Name: John Paterson

Title: Chief Executive Officer

Address for Notices:

95 Eric T Smith Way Unit 3,

Aurora, Ontario L4G 0Z6

**SCHEDULE 1****Trademark Applications**

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Status</b>	<b>Applicant</b>
QUADSHIFT	United States	97331098	March 25, 2022	LIVE/APPLICATION/ Awaiting Examination	Shift Marketing Studio Inc.