

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM736104

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
POTLOC INC.		06/15/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE		
Street Address:	120 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6251822	POTLOC	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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:	7816225930		
Email:	trademark@morse.law		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	480 Totten Pond Road, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	9955/38217		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		
DATE SIGNED:	06/21/2022		
Total Attachments: 4			
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 15, 2022 (as amended, restated, supplemented or otherwise modified, this "Agreement"), between POTLOC INC., a Canadian corporation (the "Company"), and CANADIAN IMPERIAL BANK OF COMMERCE, as Lender (the "Lender").

Reference is made to (a) the Credit Agreement, dated as of May 26, 2022 between the Company, as borrower, and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Movable Hypothec, dated as of May 26, 2022, between the Company, and the Lender (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of all present and future obligations of the Company to the Lender in connection with the Credit Agreement and all other present and future debts and obligations of the Company to the Lender, the Company, pursuant to the Security Agreement, did and hereby does grant to the Lender (and its successors and assigns), a security interest in, all the Company's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, in each case described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

all reissues, continuations, extensions and renewals thereof and amendments thereto,

all goodwill associated therewith or symbolized by any of the foregoing,

all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

all other assets, rights and interests that uniquely reflect or embody such goodwill.

3. Security Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. The Company hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and

provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

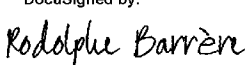
4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of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

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

POTLOC INC.

By:  _____
DocuSigned by:
Name: Rodolphe Barrère
Title: President and Chief Executive Officer

**CANADIAN IMPERIAL BANK OF
COMMERCE**

By:  _____
Name: Eric Laflamme
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

MARK	SERIAL NO.	FILED	REGISTRATION NO.	REGISTRATION DATE	OWNER	STATUS
POTLOC	88085320	August 20, 2018	6251822	January 19, 2021	Potloc Inc.	Registered