

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM743986

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Short-Form Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
2ndSite Inc.		07/20/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	100 King Street West		
<b>Internal Address:</b>	18th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88916933		
<b>Serial Number:</b>	88916949	F	
<b>Registration Number:</b>	3637699	FRESHBOOKS	
<b>Serial Number:</b>	88916941	F FRESHBOOKS	
<b>Registration Number:</b>	4116965		
<b>Serial Number:</b>	88916936		
<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>	077606-33		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jennette W. Psihoules, Nixon Peabody LLP		

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<b>Address Line 1:</b> 799 9th Street, NW, Suite 500	
<b>Address Line 4:</b> Washington, D.C. 20001	
<b>NAME OF SUBMITTER:</b>	Jennette W. Psihoules
<b>SIGNATURE:</b>	/Jennette W. Psihoules/
<b>DATE SIGNED:</b>	07/27/2022
<b>Total Attachments: 5</b> source=19. Trademark Security Agreement (2ndSite)#page1.tif source=19. Trademark Security Agreement (2ndSite)#page2.tif source=19. Trademark Security Agreement (2ndSite)#page3.tif source=19. Trademark Security Agreement (2ndSite)#page4.tif source=19. Trademark Security Agreement (2ndSite)#page5.tif	

**SHORT-FORM TRADEMARKS SECURITY AGREEMENT**

WHEREAS, 2NDSITE INC. (the “**Grantor**”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and/or trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the General Security Agreement dated as of July 20, 2022 (as modified from time to time, the “**Security Agreement**”), in which the Grantor has granted certain interests in favor of Bank of Montreal, as administrative agent (the “**Agent**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Agent to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the Canadian Intellectual Property Office or the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Obligations (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER PROVINCE OR TERRITORY, EXCEPT TO THE EXTENT THAT THE PERSONAL PROPERTY SECURITY ACT (ONTARIO) OR THE SECURITIES TRANSFER ACT, 2006 (ONTARIO), AS APPLICABLE PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

Date: July 20, 2022.

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DATED as of the first date written above.

**2NDSITE INC.**

By:



Name: Michael Washinushi

Title: Authorized Signatory

**SCHEDULE OF  
REGISTERED TRADEMARKS**

**I. Trademarks registered with the Canadian Intellectual Property Office**

<b>Trademark</b>	<b>Country</b>	<b>App .No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Blue Leaf Design	Canada	2017982 18-Mar-2020	
F & Leaf Design	Canada	2016839 11-Mar-2020	
FOCUS ON YOUR WORK, NOT YOUR PAPERWORK	Canada	1532247 17-Jun-2011	TMA829461 8-Aug-2012
FRESHBOOKS	Canada	1378779 11-Jan-2008	TMA756804 11-Jan-2010
FRESHBOOKS & F Design	Canada	2016841 11-Mar-2020	
FRESHBOOKS CLASSIC & Design	Canada	1838486 18-May-2017	TMA1023904 6-Jun-2019
FRESHBOOKS CLOUD ACCOUNTING	Canada	1587014 20-Jul-2012	TMA891498 3-Dec-2014

FRESHBOOKS CLOUD ACCOUNTING & Design	Canada	1587136 20-Jul-2012	TMA891497 3-Dec-2014
FRESHBOOKS PAINLESS BILLING & Design (2)	Canada	1493297 23-Aug-2010	TMA803154 28-Jul-2011
FRESHBOOKS PAINLESS BILLING & Design	Canada	1378780 11-Jan-2008	TMA756587 7-Jan-2010
LEAF & Design	Canada	1493298 23-Aug-2010	TMA803153 28-Jul-2011
Leaf Shape Design	Canada	2017984 18-Mar-2020	
UNACCOUNTING	Canada	1378784 11-Jan-2008	TMA735621 3-Mar-2009
WE'RE IN YOUR CORNER	Canada	1596391 28-Sep-2012	TMA891137 27-Nov-2014

**II. Trademarks registered with the United States Patent and Trademark Office**

<b>Trademark</b>	<b>Country</b>	<b>App .No./ Filing Date</b>	<b>Reg. No./ Reg. Date</b>
Blue Leaf Design	United States	88916933 14-May-2020	
F & Leaf Design	United States	88916949 14-May-2020	
FRESHBOOKS	United States	77459746 28-Apr-2008	3637699 16-Jun-2009
FRESHBOOKS & F Design	United States	88916941 14-May-2020	
Leaf & Design (Design Only)	United States	85144928 5-Oct-2010	4116965 27-Mar-2012
Leaf Shape Design	United States	88916936 14-May-2020	