

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM750858

<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>
Novation Solutions Inc.		06/01/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	81 Bay Street		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87488895	DEALMAKER	
<b>Serial Number:</b>	90879807	DEALMAKER	
<b>Serial Number:</b>	90857513	DEALMAKER	
<b>Serial Number:</b>	97131288	POP FINANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	08/24/2022		
<b>Total Attachments: 4</b>			
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## SHORT-FORM TRADEMARKS SECURITY AGREEMENT

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

WHEREAS, the Grantor entered into the Security Agreement dated as of April 6, 2022 (as modified from time to time, the “**Security Agreement**”), in which the Grantor has granted certain interests in favor of Canadian Imperial Bank of Commerce (the “**Lender**”); and

WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Lender 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 Lender, 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 United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of 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 Liabilities (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 STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC 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 STATE OF NEW YORK, 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.

This Short-Form Trademarks Security Agreement may be executed in facsimile or by other electronic means, including, without limitation, by PDF or by DocuSign, delivery of which shall be effective as delivery of a manually executed counterpart of this Short-Form Trademark Security Agreement.

*[Signature Page Follows]*

DATE June 1, 2022.

**NOVATION SOLUTIONS INC.**

By: Rebecca Kacaba  
Name: Rebecca Kacaba  
Title: Chief Executive Officer

By: \_\_\_\_\_  
Name: Mat Goldstein  
Title: Chairman and Secretary

DATE June 1, 2022.

**NOVATION SOLUTIONS INC.**

By: \_\_\_\_\_  
Name: Rebecca Kacaba  
Title: Chief Executive Officer

By: *Mat Goldstein*  
\_\_\_\_\_  
Name: Mat Goldstein  
Title: Chairman and Secretary

SCHEDULE OF  
TRADEMARKS

<b>Trademark</b>	<b>App/Regn No.</b>	<b>Owner</b>
DEALMAKER	AN:87/488895/RN:5751960	Novation Solutions Inc. 77 King Street, Suite 400 Toronto, Ontario, Canada, M5K 0A1
DEALMAKER	AN: 90/879,807/RN: N/A (Pending)	Novation Solutions Inc. 77 King Street, Suite 400 Toronto, Ontario, Canada, M5K 0A1
DEALMAKER	AN: 90/857,513/RN: N/A (Pending)	Novation Solutions Inc. 77 King Street, Suite 400 Toronto, Ontario, Canada, M5K 0A1
POP FINANCE	AN: 97/131,288/RN: N/A (Pending)	Novation Solutions Inc. 77 King Street, Suite 400 Toronto, Ontario, Canada, M5K 0A1