

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM748599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TUCOWS (DELAWARE) INC.		08/08/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as administrative agent		
Street Address:	20 King Street West, 4t Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6451361	TUCOWS	
Serial Number:	97233902	WAVELO	
Serial Number:	97233905	W WAVELO	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		
Correspondent Name:	Kristin Brozovic c/o Katten		
Address Line 1:	525 W Monroe St		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	209865-116		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	08/15/2022		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

August 8, 2022

WHEREAS, TUCOWS (DELAWARE) INC., a Delaware corporation, having an address at 96 Mowat Avenue, Toronto, ON M6K 3M1 (the "Grantor"), (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered, or for which applications for registration have been filed in the United States Patent and Trademark Office or any similar office in any other country (the "Trademarks"); and

WHEREAS, the Grantor is party to (i) that certain General Security and Pledge Agreement, dated as of August 18, 2016, among Grantor and the other Grantors (as defined therein) party thereto (as it may hereafter be amended or otherwise modified from time to time being the "Pledge Agreement") in favor of Royal Bank of Canada, as administrative agent ("Agent") (as successor by assignment to Bank of Montreal), (ii) that certain Guaranty Agreement, dated as of January 20th, 2017, by Grantor and the other Guarantors (as defined therein) party thereto (as it may hereafter be amended or otherwise modified from time to time being the "Guaranty") in favor of Agent (as successor by assignment to Bank of Montreal), and (iii) that certain Confirmation of Guaranty and Security, dated as of June 14, 2019, by Grantor, the other Borrowers (as defined therein) and Guarantors (as defined therein) (as it may hereafter be amended or otherwise modified from time to time being the "Confirmation"; and collectively with the Pledge Agreement and Guaranty, the "Security Agreements") in favor of Agent; and

WHEREAS, pursuant to the Security Agreements, the Grantor has granted to the Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by the Grantor, and all reissues, extensions or renewals thereof, all Trademark licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof, to secure the payment and performance of all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Agent and the Lenders (as defined below) arising under the Amended and Restated Senior Secured Credit Agreement, dated as of June 14, 2019, among, inter alia, the Grantor, the Agent and the lenders from time to time party thereto (the "Lenders"), as such agreement may be modified, supplemented, amended, restated or replaced from time to time.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

Section 1. Grant of Security Interest in Trademarks

The Grantor hereby grants to the Agent, a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (i) all United States, State and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, Internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, but not limited to, the registrations and applications referred to in Schedule 1-A hereto (as such schedule may be amended or supplemented from time to time),
- (ii) the goodwill of the business symbolized thereby,
- (iii) all rights corresponding thereto throughout the world,
- (iv) all rights to sue for past, present and future infringement or dilution thereof or for any injury to goodwill,
- (v) all licenses, claims, damages, and proceeds of suit arising therefrom, and
- (vi) all payments and rights to payments arising out of the sale, lease, license assignment or other disposition thereof;

provided that the security interest granted under Section 2 hereof shall not attach to, and the term "Trademark Collateral" shall not include any applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

Section 2. Security Agreements

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Security Agreements and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Security Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreements, the terms of the Security Agreements shall control.

Section 3. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

Section 4. Counterparts

This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

TUCOWS (DELAWARE) INC., a Delaware corporation

DocuSigned by:

Dave Singh

By: _____

Name: Davinder Singh

Title: Chief Financial Officer

Schedule I-A to the TRADEMARK SECURITY AGREEMENT

Trade mark	Status Appl./Reg. No.	Date	Jurisdiction
TUCOWS	Registration No. 6451361	08/17/2021	US
WAVELO	Application No. 97233902	01/23/2022	US
W WAVELO	Application No. 97233905	01/23/2022	US