

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM750211

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
KM BUSINESS INFORMATION CANADA LTD.		08/12/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	100 King Street West		
Internal Address:	Suite 3200		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1J9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2066409	LEXPERT	
CORRESPONDENCE DATA			
Fax Number:	<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:	202-585-8000		
Email:	nptm@nixonpeabody.com		
Correspondent Name:	Jennette W. Psihoules, Nixon Peabody LLP		
Address Line 1:	799 9th Street, NW, Suite 500		
Address Line 4:	Washington, D.C. 20001		
DOMESTIC REPRESENTATIVE			
Name:	Jennette W. Psihoules, Nixon Peabody LLP		
Address Line 1:	799 9th Street, NW, Suite 500		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Jennette W. Psihoules		
SIGNATURE:	/Jennette W. Psihoules/		
DATE SIGNED:	08/22/2022		

CH \$40.00 2066409

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (“**IP Security Agreement**”), dated as of August 15, 2022, is made by and among KM Business Information Canada Ltd. (the “**Grantor**”) in favor of National Bank of Canada as lender for the benefit of the Secured Parties (the “**Lender**”).

WHEREAS, the Grantor (as successor by way of amalgamation of KM Business Information Canada Ltd. and Key Media Canada (Law) Ltd.) has executed and delivered to the Lender that certain Security Agreement dated as of August 12, 2022, made by and among the Grantor, KM Business Information Holdings Ltd and the Lender (the “**Security Agreement**”; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright 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 for the benefit of the Secured Parties a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the “**IP Collateral**”):

the patents and patent applications set forth in Schedule A hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the “**Patents**”);

the trademark registrations and applications set forth in Schedule B hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the “**Trademarks**”), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

the copyright registrations/applications, and copyright registrations and applications exclusively licensed to the Grantor set forth in Schedule C hereto, and all extensions and renewals thereof (the “**Copyrights**”);

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;

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

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.

Recordation. The Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

Secured Documents. This IP 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 IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

Execution in Counterparts. This IP 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 IP 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 IP Security Agreement.

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

Governing Law. This IP 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 IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[signature page follows]

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

KM BUSINESS INFORMATION CANADA LTD., as
Grantor

By: Michael Shipley
Name: Michael Shipley
Title: Chief Executive Officer

By: _____
Name: Timothy Duce
Title: President

AGREED TO AND ACCEPTED:

NATIONAL BANK OF CANADA
as Lender

By: _____
Name:
Title:

By: _____
Name:
Title:

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

KM BUSINESS INFORMATION CANADA LTD., as
Grantor

By: _____

Name: Michael Shipley
Title: Chief Executive Officer

By: _____

Name: Timothy Duce
Title: President

AGREED TO AND ACCEPTED:

NATIONAL BANK OF CANADA
as Lender

By: _____

Name:
Title:

By: _____

Name:
Title:

(Signature Page to US IP Security Agreement – Amalco)

TRADEMARK
REEL: 007828 FRAME: 0445

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

KM BUSINESS INFORMATION CANADA LTD., as
Grantor

By: _____

Name:

Title:

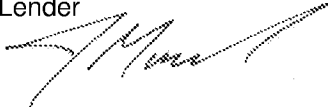
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

NATIONAL BANK OF CANADA
as Lender

By:  _____

Name: Justin Marchesseault

Title: Director

By:  _____

Name: Suneel Puri

Title: Director and Head, Execution

SCHEDULES

Schedule A

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
Nil.	Nil.	Nil.	Nil.	Nil.

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
Nil.	Nil.	Nil.	Nil.	Nil.

Schedule B
TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
LEXPERT	United States	Reg 2,066,409	3-JUNE-1997	KM Business Information Canada Ltd.

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	Record Owner
Nil.	Nil.	Nil.	Nil.	Nil.	Nil.

Schedule C
COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	Record Owner
Nil.	Nil.	Nil.	Nil.	Nil.

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	Record Owner
Nil.	Nil.	Nil.	Nil.	Nil.

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
Nil.	Nil.	Nil.	Nil.	Nil.

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
Nil.	Nil.	Nil.	Nil.	Nil.