

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM782010

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CommunityLend Holdings Inc.		12/22/2022	Corporation:
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	100 King Street West, 11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	5178915	#MYSTORY	
Registration Number:	4797759		
Serial Number:	88357876	FINANCEIT	
Registration Number:	4386688	FINANCEIT	
Registration Number:	4797758	FINANCEIT	
Registration Number:	4802384	SALES FUEL FOR LOCAL MERCHANTS	
Registration Number:	5415289	THE SENSIBLE WAY TO PAY	
Serial Number:	97019254	SECOND LOOK ADVANTAGE	
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:	416-458-2399		
Email:	along@cassels.com		
Correspondent Name:	Cassels Brock & Blackwell LLP		
Address Line 1:	2100-40 King Street West		
Address Line 4:	Toronto, ONTARIO M5H 3C2		
NAME OF SUBMITTER:	Amanda Long		
SIGNATURE:	/amandalong/		

OP \$215.00 5178915

DATE SIGNED:	01/23/2023
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this “**Agreement**”) dated December 22, 2022, is made by CommunityLend Holdings Inc. (the “**Grantor**”) in favor of Bank of Montreal (together with any successor or assignee, the “**Secured Party**”).

AND WHEREAS Financelt Canada Inc. (the “**Borrower**”) has applied for and the Secured Party has agreed to advance certain financial accommodations to the Borrower on the terms and conditions set out in the credit agreement among the Borrower, the Grantor and the Secured Party dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”).

AND WHEREAS: (i) the Grantor is the direct parent of the Borrower; (ii) the Grantor has benefited from the financial accommodations provided by the Secured Party to the Borrower pursuant to the Credit Agreement; (iii) the Grantor has entered into that certain general security agreement dated on or about the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favour of the Secured Party; and (iv) under the terms of the Security Agreement, the Grantor has granted to the Secured Party, a security interest in, among other property, the Intellectual Property (as such term is defined therein), and the Grantor has agreed to execute this Agreement for recording with the United States Patent and Trademark Office, United States Copyright Office or similar office and corresponding offices in other countries of the world.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1 Grant of Security. The Grantor hereby grants, assigns, transfers, sets over, mortgages, charges and pledges to the Secured Party a general and continuing security interest in the Grantor’s right, title and interest in, to and under the following (collectively, the “**Additional Collateral**”):

(i) all of the Grantor’s trademarks and all trademark licenses including those set forth in Schedule A hereto (provided that no security interest shall be granted to the extent that the grant of a security interest therein would impair the validity or enforceability of, or render void or voidable or result in the cancellation of the Grantor’s right, title or interest therein or any trademark or trademark license under applicable law), together with the goodwill symbolized thereby (collectively, the “**Trademarks**”);

(ii) all of the Grantor’s copyright registrations and applications including those set forth in Schedule B hereto (collectively, the “**Copyrights**”);

(iii) all of the Grantor’s patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on Schedule C attached hereto (collectively, the “**Patents**”);

(iii) all amendments, reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing;

(iv) any and all claims for damages and injunctive relief for past, present and future infringement of any of the foregoing;

(j) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing; and

(v) all income, royalties and other payments now or hereafter due and payable with respect to any and all of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Agreement secures the payment and performance of all Obligations (as such term is defined under the Security Agreement).

SECTION 3 Security Agreement; Recordation. This Agreement has been executed and delivered by the Grantor to the Secured Party for the purpose of registering the security interests of the Secured Party in the Additional Collateral with the United States Patent and Trademark Office, United States Copyright Office or similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Secured Party pursuant to the Security Agreement, and the Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interests granted hereby are more fully set out in the Security Agreement.

SECTION 4 Authorization to Supplement. If the Grantor shall obtain any new trademarks, trademark licenses or copyrights, the provisions of this Agreement shall automatically apply thereto. Without limiting the Grantor's obligations under this Section, the Grantor hereby authorizes the Secured Party to unilaterally modify this Agreement by amending the schedules hereto to include any such new trademarks, trademark licenses or copyrights. Notwithstanding the forgoing, no failure to so modify this Agreement shall in any way affect, invalidate or detract from the Secured Party's continuing security interest in the Additional Collateral, whether or not listed on the schedules hereto.

SECTION 5 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

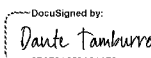
SECTION 6 Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Party with respect to the Additional Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 7. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signatures pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

COMMUNITYLEND HOLDINGS INC.

By:  _____
Name: Dante Tamburro
Title: Corporate Secretary

BANK OF MONTREAL

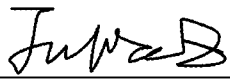
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed effective as of the date set forth above.

COMMUNITYLEND HOLDINGS INC.

By: _____
Name:
Title:

BANK OF MONTREAL

By:  _____
Name: Julia Zhu
Title: Vice President

Schedule A – Trademarks and Trademark Applications

	Registrant or Applicant	Mark	Application/Registration Number	Jurisdiction	Status
1.	CommunityLend Holdings Inc.	#MYSTORY	5178915	United States	Registered
2.	CommunityLend Holdings Inc.	Design	4797759	United States	Registered
3.	CommunityLend Holdings Inc.	FINANCEIT	88357876	United States	Pending
4.	CommunityLend Holdings Inc.	FINANCEIT & Design	4386688	United States	Registered
5.	CommunityLend Holdings Inc.	FINANCEIT	4797758	United States	Registered
6.	CommunityLend Holdings Inc.	SALES FUEL FOR LOCAL MERCHANTS	4802384	United States	Registered
7.	CommunityLend Holdings Inc.	THE SENSIBLE WAY TO PAY	5415289	United States	Registered
8.	CommunityLend Holdings Inc.	SECOND LOOK ADVANTAGE	97019254	United States	Pending

Schedule B – Copyrights and Copyright Applications

None.

Schedule C – Patents and Patent Applications

1. U.S. Patent No. 10,453,128, “Method for Processing Loan Applications,” issued October 22, 2019 to CommunityLend Holdings Inc.
2. U.S. Patent Application No. US 2021/0142403, “System for Efficient Solution Provision Using Automated Processing,” filing date April 10, 2019, applicant CommunityLend Holdings Inc.