

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM789949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centrilogic (2011) Inc.		02/17/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada, as administrative agent		
Street Address:	16 York Street		
Internal Address:	Suite 500		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6203058	CENTRILOGIC	
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		
SIGNATURE:	/Anna Clark/		
DATE SIGNED:	02/27/2023		
Total Attachments: 5			
source=Centrilogic (2011) Inc. security#page1.tif			
source=Centrilogic (2011) Inc. security#page2.tif			
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OP \$40.00 6203058

INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATE: February 17, 2023

WHEREAS, CENTRILOGIC (2011) INC. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has entered into a sixth amended and restated credit agreement dated as of the date hereof among the Debtor and CentriLogic, Inc., as borrowers and guarantors, CentriLogic Acquireco Inc., CentriLogic, L.P., CentriLogic GP, LLP, CentriLogic UK Holdco Limited, CentriLogic Callco Limited, CentriLogic Ltd, ManageForce Corporation, Three Dimensional Resource Planning, LLC, WatServ Holdings Ltd., Sales Process Consultants Limited, WatServ Inc. and WatServ USA Inc. as guarantors, HSBC Bank Canada, as administrative agent (the "**Secured Party**") and the Lenders referred to therein, as such credit agreement may be amended, supplemented, otherwise modified, restated or replaced from time to time;

AND WHEREAS the Debtor (as successor to Centrilogic Inc.) has entered into a general security agreement dated September 7, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") in favour of the Secured Party, and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Agreement with the the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Agreement may be recorded with the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Agreement is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. This Agreement may be executed by facsimile, portable document format (pdf) or electronic transmission, and any signature hereto in facsimile, pdf or electronic transmission form shall be deemed to be equivalent to an original signature for all purposes.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the date first written above.

DEBTOR:

CENTRILOGIC (2011) INC.

Per: DocuSigned by: Robert Offley
Name: Robert Offley
Title: President

Per: _____
Name:
Title:

I have the authority to bind the Debtor.

SECURED PARTY:

HSBC BANK CANADA, as Administrative Agent

Per: _____
Name:
Title:

Per: _____
Name:
Title:

We have the authority to bind the Bank.

DATED as of the date first written above.

DEBTOR:

CENTRILOGIC (2011) INC.

Per: _____

Name:

Title:

Per: _____

Name:

Title:

I have the authority to bind the Debtor.

SECURED PARTY:

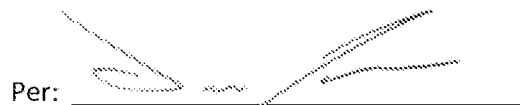
HSBC BANK CANADA, as Administrative Agent



Per: _____

Name: Alyssa Senwasane
Authorized Signatory

Title:



Per: _____

Name: David Tomaro-Duchesneau

Title: Authorized Signatory

We have the authority to bind the Bank.

**SCHEDULE A
INTELLECTUAL PROPERTY**

United States Trademark

<u>Trademark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
CENTRILOGIC	88114592	September 12, 2018	6203058	November 24, 2020