

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814112

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SOCIAL ASSET MANAGEMENT INC.		05/03/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	595 Bay Street		
Internal Address:	5th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G 2C2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6842048	SAMDESK	
Registration Number:	6842047	S SAMDESK	
CORRESPONDENCE DATA			
Fax Number:	9134510875		
<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:	9134515100		
Email:	tmdocket@lathropgpm.com		
Correspondent Name:	Amy Brozenic		
Address Line 1:	2345 Grand Blvd., Suite 2200		
Address Line 4:	Kansas City, MISSOURI 64108-2618		
NAME OF SUBMITTER:	Amy Brozenic		
SIGNATURE:	/Amy Brozenic/		
DATE SIGNED:	05/31/2023		
Total Attachments: 4			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

SOCIAL ASSET MANAGEMENT INC. (the “**Borrower**”)

TO: CANADIAN IMPERIAL BANK OF COMMERCE (the “**Lender**”)

DATE: May 3, 2023

RECITALS:

- A. The Borrower, as borrower, the other loan parties from time to time party thereto, and the Lender, as lender, are parties to a credit agreement dated as of the date hereof, as may be amended, restated, extended, renewed or otherwise modified from time to time (the “**Credit Agreement**”).
- B. Pursuant to the Credit Agreement, the Borrower entered into a general security agreement dated as the date hereof (as amended, supplemented or otherwise modified from time to time, collectively, the “**General Security Agreement**”) in favour of the Lender, whereby the Borrower granted a security interest in all present and after-acquired personal property of the Borrower, including all patents, trademarks, copyrights, and all other intellectual property.
- C. As additional security for the obligations of the Borrower to the Lender, as described in the Credit Agreement (the “**Obligations**”), the Borrower has agreed to enter into this intellectual property security agreement (the “**Agreement**”).

FOR VALUE RECEIVED and intending to be legally bound by this Agreement, the Borrower agrees as follows:

1. INTERPRETATION

- 1.1 Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.

2. GRANT OF SECURITY, ETC.

- 2.1 Grant of Security As security for payment and performance of the Obligations, the Borrower mortgages, charges, assigns, transfers and pledges to the Lender as a fixed and specific mortgage and charge, and grants the Lender a security interest in, all of the Borrower’s right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the “**Intellectual Property**”) now owned or at any time hereafter acquired by the Borrower or in which the Borrower now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on Schedule “A” hereto).
- 2.2 Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3 Acknowledgment. The Borrower hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Intellectual Property are more fully set forth

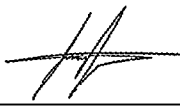
in the General Security Agreement, the terms and conditions of each (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

- 2.4 Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of Alberta and the laws of Canada applicable therein, excluding the conflict of law rules of that province.
- 2.5 Paramountcy. To the extent that there is any inconsistency between the terms of this Agreement and the terms of the Credit Agreement, the terms of the Credit Agreement shall govern.
- 2.6 Counterparts and Electronic Execution. This Agreement may be executed in any number of counterparts and all counterparts taken together shall be deemed to constitute one agreement. Delivery by electronic transmission of an executed counterpart of a signature page to this Agreement shall be effective as delivery of an original executed counterpart of this Agreement.

[Signature page follows – remainder of page is intentionally blank]

IN WITNESS OF WHICH, the Borrower has duly executed this Agreement as of the date first above written.

SOCIAL ASSET MANAGEMENT INC.,
by its authorized signatory:

By: 

Name: James A. Neufeld
Title: CEO

SCHEDULE A

INTELLECTUAL PROPERTY

Trademarks

- Common Law Trademark and Tradename:
“SAMDESK”



- Application for trademark and tradename pending in Canada, file number 2069068, filed December 2020
- Application for trademark and tradename pending in Canada, file number 2069064, filed December 2020
- U.S. trademark Reg. No. 6,842,047, Registered September 13, 2022
- U.S. trademark Reg. No. 6,842,048, Registered September 13, 2022

Patents

- Pending patent application: Method and System for Managing Electronic Data Representing Emergency Alerts, application number 17/127193 (U.S.).

Industrial Designs

N/A

Copyrights

N/A

Domain Names

<https://www.samdesk.io>