

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817694

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Perseus Pension Valuation Group L.P.		06/07/2023	Limited Partnership: ONTARIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Bank, National Association, as agent		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2136547	PROVAL	
Registration Number:	2145935	WINTECH	
Registration Number:	2172320	WINTECH	
Registration Number:	2246949	WINTECH	
Registration Number:	2724039	PROVAL PS	
Registration Number:	2734500	PROADMIN	
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:	714.668.6200		
Email:	johnkline@paulhastings.com		
Correspondent Name:	John Kline		
Address Line 1:	695 Town Center Drive		
Address Line 2:	Seventeenth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/s/ John Kline		

OP \$165.00 2136547

DATE SIGNED:	06/15/2023
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Total Attachments: 6
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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (this “Canadian Trademark Security Agreement”) is made this 7th day of June, 2023, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as administrative agent for each member of the Lender Group and the Bank Product Providers (in such capacity, together with its successors and permitted assigns in such capacity, “Agent”).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 15, 2023 (as amended, restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among, *inter alios*, Project Node Holdco Inc. and Winklevoss Technologies, LLC, as borrowers (each a “Borrower”, and together, the “Borrowers”), the lenders party thereto as “Lenders” (each of such Lenders, together with its successors and assigns, is referred to hereinafter as a “Lender”), and Agent, the Lender Group has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group and the Bank Product Providers are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, the other Loan Documents, and the Bank Product Agreements, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Canadian Guarantee and Security Agreement, dated as of May 15, 2023 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Canadian Guarantee and Security Agreement”); and

WHEREAS, pursuant to the Canadian Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Canadian Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Canadian Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Canadian Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Canadian Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of each member of the Lender Group and each of the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Canadian Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party, solely to the extent such Trademark Intellectual Property Licenses permit the grant of such Security Interest, including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided, that, notwithstanding the foregoing, Trademark Collateral shall not include any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Canadian Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Canadian Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other members of the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Canadian Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Canadian Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Canadian Trademark Security Agreement and the Canadian Guarantee and Security Agreement, the Canadian Guarantee and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Agent unilaterally to modify this Canadian Trademark Security Agreement solely by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Canadian Trademark Security Agreement is a Loan Document. This Canadian Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Canadian Trademark Security Agreement. This Canadian Trademark Security Agreement may be executed by means of (a) an electronic signature that complies with the *Electronic Commerce Act* (Ontario) or any other relevant and applicable electronic signatures law; (b) an original manual signature; or (c) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Any party delivering an executed counterpart of this Canadian Trademark

Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Canadian Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Canadian Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE CANADIAN GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Canadian Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

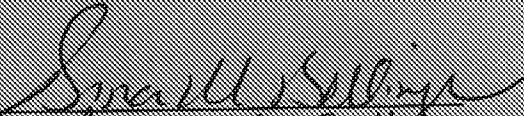
**PERSEUS PENSION VALUATION
GROUP L.P.**, an Ontario limited partnership,
by its general partner **PERSEUS HOLDCO
L.P.**, an Ontario limited partnership, by its
general partner **PERSEUS GROUP
SOFTWARE CORP.**, an Ontario corporation

By: Daniel Zinman
Name: Daniel Zinman
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By: 
Name: Anna M. Bellinger

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Registration No.	Reg Date
PERSEUS PENSION VALUATION GROUP L.P.	United States	ProVal	75028196	2136547	2/17/1998
PERSEUS PENSION VALUATION GROUP L.P.	United States	WinTech	75182794	2145935	3/24/1998
PERSEUS PENSION VALUATION GROUP L.P.	United States	WinTech	75182799	2172320	7/14/1998
PERSEUS PENSION VALUATION GROUP L.P.	United States	WinTech	75182795	2246949	5/25/1999
PERSEUS PENSION VALUATION GROUP L.P.	United States	ProVal PS	76443503	2724039	6/10/2003
PERSEUS PENSION VALUATION GROUP L.P.	United States	ProAdmin	76443605	2734500	7/8/2003
PERSEUS PENSION VALUATION GROUP L.P.	Canada	WinTech	1876647	TMA1062753	11/12/2019
PERSEUS PENSION VALUATION GROUP L.P.	Canada	ProVal	1876814	TMA1058251	10/9/2019