

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM819137

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
WillowTree, LLC		06/16/2023	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of Nova Scotia		
<b>Street Address:</b>	40 Temperance Street		
<b>Internal Address:</b>	6th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1Y4		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 8</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4807585	WILLOWTREE	
<b>Registration Number:</b>	4811670	W	
<b>Registration Number:</b>	4972741	WE TAKE MOBILE PERSONALLY	
<b>Registration Number:</b>	5451662	SPRUCE	
<b>Registration Number:</b>	5911715	HYPERION	
<b>Registration Number:</b>	6128528	GIVE YOUR APPS A VOICE	
<b>Serial Number:</b>	97522423	ROOM FOR GROWTH	
<b>Serial Number:</b>	97627329		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3146673633		
<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>			
<b>Phone:</b>	314-552-6077		
<b>Email:</b>	ipdocket@thompsoncoburn.com		
<b>Correspondent Name:</b>	Shoko Naruo		
<b>Address Line 1:</b>	Thompson Coburn LLP		
<b>Address Line 2:</b>	One US Bank Plaza		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63101		

CH \$215.00 4807585

<b>ATTORNEY DOCKET NUMBER:</b>	57719-154919
<b>NAME OF SUBMITTER:</b>	Shoko Naruo
<b>SIGNATURE:</b>	/Shoko Naruo/
<b>DATE SIGNED:</b>	06/22/2023

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 16, 2023 is made by WillowTree, LLC, a Virginia limited liability company (the "Granting Party"), in favor of The Bank of Nova Scotia, a Canadian chartered bank, as administrative agent (the "Administrative Agent") for the Creditors (as defined in that certain Third Amended and Restated Credit Agreement dated as of December 20, 2022), between, among others, TELUS International (Cda) Inc., a corporation existing under the laws of British Columbia, Canada (the "Borrower"), the Creditors party thereto, and the Administrative Agent (as amended, modified, restated or supplemented from time to time, the "Credit Agreement").

### PRELIMINARY STATEMENT:

WHEREAS, the Creditors have required pursuant to the Credit Agreement that the Granting Party enter into that certain Omnibus U.S. Pledge and Security Agreement, dated as of December 20, 2017 among certain "Grantors" (as defined therein) and the Administrative Agent (as reaffirmed by that certain Reaffirmation Agreement dated December 22, 2020, and as further amended, modified, restated or supplemented from time to time, the "Security Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the meanings set forth in the Security Agreement, including, without limitation, capitalized terms incorporated by reference into the Security Agreement); and

WHEREAS, in furtherance of the obligations of the Granting Party under the Security Agreement and in order to record the security interest in certain intellectual property of the Granting Party granted to the Administrative Agent for the ratable benefit of the Creditors, the Administrative Agent has required the Granting Party to execute and deliver this Agreement for recordation in the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Granting Party hereby agrees with the Administrative Agent as follows:

SECTION 1. Grant of Security Interest. To secure the due and punctual performance and payment of its Secured Obligations, Granting Party does hereby grant to Administrative Agent, the benefit of itself and each of the other Creditors, a continuing security interest in all of the following property, whether now owned or hereafter acquired or existing:

- A. all trademark registrations and applications set forth in EXHIBIT A hereto (the "Trademarks");
- B. all of the Trademark licenses and all income and royalties with respect to such licenses;
- C. all renewals, reissues, continuations, extensions or the like of any of the Trademarks, including, without limitation, those obtained or permissible under past, present and future laws and statutes of any of the Trademarks;

D. the entire goodwill of the businesses of the Granting Party connected with and symbolized by the Trademarks;

E. all rights of action on account of past, present and future unauthorized use of any of the Trademarks and for infringement of said Trademarks and like protection or for any injury to the goodwill associated with the use of any of the Trademarks or for breach or enforcement of any of the Trademark licenses;

F. the right to file and prosecute registration of the Trademarks; and

G. all proceeds of any and all of the foregoing, including, without limitation, license royalties, rights to payment, accounts and proceeds of infringement suits.

SECTION 2. Governing Document. This Agreement is made pursuant to and subject to the terms of the Security Agreement, to which reference should be made for a full description of the rights and remedies of the Administrative Agent and the Creditors with respect to the Trademarks. In the case of a conflict or inconsistency between any provision of this Agreement and any provision of the Security Agreement, the provisions of the Security Agreement shall control and govern.

SECTION 3. Security Document. This Agreement is a Security Document (as defined in the Credit Agreement) subject to and for the purposes of the Credit Agreement.

SECTION 4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK AS MORE FULLY SET FORTH IN SECTION 8.9 OF THE SECURITY AGREEMENT (WHICH SECTION 8.9 IS INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS, AS THOUGH FULLY SET FORTH HEREIN).

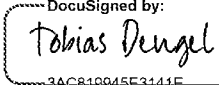
SECTION 5. Counterpart Execution; Electronic Delivery. This Agreement may be executed in any number of counterparts, all of which shall be deemed to be an original and such counterparts taken together shall constitute one agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic means shall be equally as effective as delivery of a manually executed counterpart. Any party hereto delivering an executed counterpart hereof by telefacsimile or other electronic means shall also deliver a manually executed counterpart but the failure to do so shall not affect the validity, enforceability or binding effect hereof.

*[Remainder of the page intentionally left blank. Signature page to follow.]*

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

**GRANTING PARTY:**


**WILLOWTREE, LLC**

By:  3AC810045E3141E  
Name: Tobias Dengel  
Title: Chief Executive Officer

Accepted by and agreed to as of the date first written above:

**ADMINISTRATIVE AGENT:**

THE BANK OF NOVA SCOTIA,  
as Administrative Agent

By:   
\_\_\_\_\_  
Name: Clement Yu  
Title: Director

By:   
\_\_\_\_\_  
Name: Venita Ramjattan  
Title: Associate

**EXHIBIT A**  
**TRADEMARKS**

**REGISTRATIONS:**

Mark Name	Mark Type	Country	TM Application Status	Application Number	Application Date	Registration Number	Registration Date	All International Classes
WILLOWTREE	SERVICE MARK	United States of America	Registered	86505511	16-Jan-2015	4807585	8-Sep-2015	42
W	SERVICE MARK	United States of America	Registered	86505701	16-Jan-2015	4811670	15-Sep-2015	42
WE TAKE MOBILE PERSONALLY	SERVICE MARK	United States of America	Dead	86788833	15-Oct-2015	4972741	7-Jun-2016	42
SPRUCE	TRADEMARK	United States of America	Registered	87591582	31-Aug-2017	5451662	24-Apr-2018	9
HYPERION	TRADEMARK	United States of America	Registered	87861013	03-Apr-2018	5911715	19-Nov-2019	9
GIVE YOUR APPS A VOICE	SERVICE MARK	United States of America	Registered	88696236	18-Nov-2019	6128528	18-Aug-2020	42

**APPLICATIONS:**

Mark Name	Mark Type	Country	TM Application Status	Application Number	Application Date	All International Classes
ROOM FOR GROWTH	SERVICE MARK	United States of America	Application	97522423	27-Jul-2022	41
(Rocket Logo)	SERVICE MARK	United States of America	Application	97627329	11-Oct-2022	41