

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM817991

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PerformanceCentre International Pty. Ltd.		06/16/2023	Limited Company: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	81 Bay Street, 10th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 0E7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5538416	PERFORMIO	
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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	2031917		
NAME OF SUBMITTER:	ANDREW NASH		
SIGNATURE:	/ANDREW NASH/		
DATE SIGNED:	06/16/2023		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of June 16, 2023, between CANADIAN IMPERIAL BANK OF COMMERCE (“**Bank**”) and PERFORMANCECENTRE INTERNATIONAL PTY. LTD. ACN 117 128 051, an Australian proprietary limited company (“**Grantor**”).

RECITALS

A. Bank and Grantor are entering into a Loan and Security Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, as defined in the Loan Agreement, including without limitation, all of Grantor’s Intellectual Property.

C. Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Loan Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Bank hereby agree:

1. To secure the Obligations, Grantor grants Bank a security interest in all of Grantor’s right, title and interest in its Intellectual Property. Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

2. Grantor hereby authorizes Bank to file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

3. This Agreement is a Loan Document. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. Delivery of an executed counterpart of a signature page of this Agreement by electronic means shall be effective as delivery of an original executed counterpart of this Agreement. The words “execution,” “signed,” “signature” and words of like import in this Agreement shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

4. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of law.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]


IN WITNESS WHEREOF, the undersigned have duly executed this Intellectual Property Security Agreement as of the first date written above.

Address of Grantor:

c/o Performio USA, Inc.
8605 Santa Monica Blvd PMB 52242
West Hollywood, California 90069-4109
Attention: Luke Teeple

GRANTOR:

PERFORMANCECENTRE INTERNATIONAL PTY. LTD.
ACN 117 128 051

By: 
Name: Luke Teeple
Title: AUS Resident Director and AUS Resident Company Secretary

Address of Bank:

CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:
Name:
Title:

By:
Name:
Title:

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ACN 117 128 051

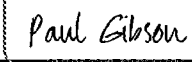
By: _____
Name: _____
Title: _____

Address of Bank:

CIBC Innovation Banking
81 Bay Street, 10th Floor
Toronto, ON M5J 0E7
Attention: Imran Premji

BANK:

CANADIAN IMPERIAL BANK OF COMMERCE

By:  _____
Name: Paul Gibson
Title: Assistant General Manager

By:  _____
Name: Caroline Tkatschow
Title: Assistant General Manager

EXHIBIT A
COPYRIGHTS

None.

EXHIBIT B

PATENTS

None.

EXHIBIT C

TRADEMARKS

COMPANY	DESCRIPTION	REGISTRATION / SERIAL NUMBER	REGISTRATION / APPLICATION DATE
PerformanceCentre International Pty Ltd	PERFORMIO	Reg No 5,538,416 (USPTO)	Registered 8/14/2018
PerformanceCentre International Pty Ltd	PERFORMIO	No. 1816638 (Commonwealth of Australia Trade Mark Office)	Filed 12/22/2016