

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM822421

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LAIVLY INC.		07/05/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	PENFUND PARTNERS, INC.		
Street Address:	333 Bay Street, Suite 610		
Internal Address:	Bay Adelaide Centre		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 2R2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	97858749	SIDD	
Serial Number:	97858797		
Serial Number:	97858816	LAIVLY	
Serial Number:	97858807	LAIVLY	
CORRESPONDENCE DATA			
Fax Number:	6123408827		
<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:	6123402600		
Email:	IP.Docket@dorsey.com		
Correspondent Name:	Cathleen F. Dahl - DORSEY & WHITNEY LLP		
Address Line 1:	50 South Sixth Street, Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55402		
ATTORNEY DOCKET NUMBER:	516149-00004		
NAME OF SUBMITTER:	Cathleen F. Dahl		
SIGNATURE:	/Cathleen F. Dahl/		
DATE SIGNED:	07/06/2023		
Total Attachments: 8			

OP \$115.00 97858749

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of July 5, 2023, is entered into by **INTOUCHCX INC.** (formerly known as 24-7 Intouch Inc.), a corporation existing under the federal laws of Canada (the “Intouch Grantor”) and **LAIVLY INC.**, a corporation existing under the federal laws of Canada (the “Laivly Grantor”), and collectively with the Intouch Grantor, the “Grantors”), in favor of **PENFUND PARTNERS, INC.**, as collateral agent (together with any successor(s) thereto in such capacity, the “Agent”) for the Secured Parties (as defined in the Canadian Security Agreement described below).

WHEREAS, the Intouch Grantor executed and delivered that certain Canadian Second Lien General Security Agreement, dated as of August 24, 2018, in favor of the Agent (as the same may be amended, restated, amended and restated or otherwise modified, the “Canadian Security Agreement”), pursuant to which the Intouch Grantor has assigned, transferred, set over, hypothecated and granted a security interest, mortgages and charges to the Agent, for the benefit of the Agent and the other Secured Parties, as and by way of a continuing lien and security interest in certain Collateral, including the Trademark Collateral (as defined below);

WHEREAS, the Laivly Grantor has executed that certain Assumption Agreement, dated as of May 27, 2021, pursuant to which the Laivly Grantor has become a party to the Canadian Security Agreement, and pursuant to the Canadian Security Agreement, the Laivly Grantor has assigned, transferred, set over, hypothecated and granted a security interest, mortgages and charges to the Agent, for the benefit of the Agent and the other Secured Parties, as and by way of a continuing lien and security interest in certain Collateral, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to the Canadian Security Agreement, each of the Grantors agreed to execute this Agreement, in order to record the grant of the security interest in the Trademark Collateral in the United States Patent and Trademark Office and the Canadian Intellectual Property Office.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the Grantors and the Agent hereby agree as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Canadian Security Agreement (whether directly therein, or by reference to another agreement).

SECTION 2. Grant of Security Interest. Each Grantor hereby grants, assigns, transfers, sets over, hypothecates and grants a security interest, mortgages and charges to the Agent, for the benefit of the Agent and the other Secured Parties, as and by way of a continuing lien and security interest in all of the following assets of such Grantor and in all right, title and interest, powers, privileges and preferences pertaining or incidental thereto which such Grantor now has or may hereafter have in such assets, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, (collectively, the “Trademark Collateral”):

- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear and designs, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in

connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Trade-marks Branch of the Applicable IP Office or in any office or agency of any foreign country, and all reissues, extensions or renewals thereof (collectively, "Trademarks"), including, without limitation, those referred to on Schedule A hereto;

(ii) all Trademark licences and other agreements providing such Grantor with the right to use or exploit any Trademarks, including each Trademark licence referred to in Schedule 9.01(20) of the Credit Agreement;

(iii) all of the goodwill of the business connected with the use of, and symbolized by, the foregoing Trademarks;

(iv) the right to sue third parties for past, present and future infringements, dilutions, or other violations of any Trademarks, and for breach or enforcement of any Trademark licence; and

(v) all proceeds of the foregoing, including, without limitation, licence fees, royalties, income, payments, claims, damages and proceeds of suit, and all rights corresponding thereto throughout the world;

provided, however, that the Trademark Collateral shall not include any Excluded Assets.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Agent for the benefit of the Agent and the other Secured Parties pursuant to the Canadian Security Agreement, and each of the Grantors hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. Obligations Secured. The encumbrances and security interest granted by each Grantor under this Agreement secure the full and punctual payment and performance of all Obligation of such Grantor. Without limiting the generality of the foregoing, this Agreement secures the full and punctual payment of all amounts that constitute part of the Obligations of such Grantor, and would be owed to the Agent or the Secured Parties.

SECTION 5. Release. The security interest granted by each Grantor hereunder shall terminate concomitantly with the security interest granted by such Grantor under the Canadian Security Agreement in accordance with its terms.

SECTION 6. Recordation. Each Grantor authorizes and requests that the United States Patent and Trademark Office, Canadian Intellectual Property Office and any other applicable government office record this Agreement.

SECTION 7. Governing Law. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

SECTION 8. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy or pdf), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 9. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent, for the benefit of the Secured Parties, hereunder and the exercise of any right or remedy by the Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement, the Canadian Security Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signatures follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

GRANTOR:

INTOUCHCX INC.

DocuSigned by:

shane kozlowich

By: _____

Name: Shane Kozlowich

Title: President & CFO

GRANTOR:

LAIVLY INC.

DocuSigned by:


shane kozlowich

By: _____

Name: Shane Kozlowich


Title: CFO & Secretary

PENFUND PARTNERS, INC., as collateral agent


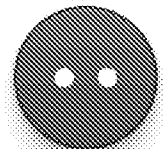
By:  _____
Name:
Title:


SCHEDULE A
TRADEMARKS

Trademark Registrations

	Trademark	Owner, Registration Number & Registration Date	Jurisdiction
1.	24-7 INTOUCH 	Owner INTOUCHCX INC. Reg No. 6988306 Reg Date 28-FEB-2023	United States
2.	24-7 INTOUCH	Owner INTOUCHCX INC. Reg No. 6988307 Reg Date 28-FEB-2023	United States

Trademark Applications

	Trademark	Owner, Application Number & Application Date	Jurisdiction
1.	SUPERPUNCH	Owner INTOUCHCX INC. App No. 97806153 App Date 22-FEB-2023	United States
2.		Owner INTOUCHCX INC. App No. 97804795 App Date 21-FEB-2023	United States
3.	SIDD	Owner LAIVLY INC. App No. 97858749 App Date 27-MAR-2023	United States
4.	CIRCLE DESIGN 	Owner LAIVLY INC. App No. 97858797 App Date 27-MAR-2023	United States
5.	LAIVLY DESIGN	Owner LAIVLY INC. App No. 97858816	United States

	Trademark	Owner, Application Number & Application Date	Jurisdiction
		App Date 27-MAR-2023	
6.	LAIVLY	Owner LAIVLY INC. App No. 97858807 App Date 27-MAR-2023	United States