

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832803

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Avison Young (Canada) Inc.		08/11/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Capital d'Amérique CDPQ Inc.		
Street Address:	100, Place Jean-Paul-Riopelle		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H2Z 2B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4681371	AVISON YOUNG	
Registration Number:	5073278	AVISON YOUNG	
Registration Number:	6860028	AVANT	
Registration Number:	6847526	AVANT BY AVISON YOUNG	
Serial Number:	97593160	FLEX FLUENCY	
CORRESPONDENCE DATA			
Fax Number:	8443453178		
<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:	8583141200		
Email:	kseverson@jonesday.com, matkins@jonesday.com		
Correspondent Name:	JONES DAY		
Address Line 1:	250 VESEY STREET		
Address Line 4:	NEW YORK, NEW YORK 10281-1047		
ATTORNEY DOCKET NUMBER:	754592-000064		
NAME OF SUBMITTER:	Michael P. Atkins		
SIGNATURE:	/Michael P. Atkins/		
DATE SIGNED:	08/17/2023		
Total Attachments: 6			

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of August 11, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “*Grantors*”) in favor of CAPITAL D'AMÉRIQUE CDPQ INC., as the Lender (together with its successors and permitted assigns, the “*Lender*”).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement dated as of August 11, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”) between Avison Young (Canada) Inc., each of the Grantors and the other grantors party thereto and the Lender pursuant to which the Grantors granted a security interest to the Lender in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

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

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Lender, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, Canada, any State or Province thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to

goodwill, and all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, “*Trademarks*”); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark, or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark (collectively, “*Trademark Agreements*”).

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

SECTION 5. COUNTERPARTS

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by electronic transmission shall be as effective as delivery of a manually signed counterpart of this Agreement. Any signature to this Agreement may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method

and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Agreement. The parties hereto hereby consent to the use of electronic signatures in connection with this Agreement and each amendment, extension or renewal hereof.

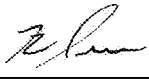
SECTION 6. INTERCREDITOR AGREEMENTS GOVERN

The Lender and each Grantor (a) acknowledges that it has received a copy of each Intercreditor Agreement, and (b) agrees that it will be bound by and will take no actions contrary to the provisions of the Intercreditor Agreements. Notwithstanding anything herein to the contrary, the terms of this Agreement are expressly subject to the terms of the Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and the terms of this Agreement, the terms of the applicable Intercreditor Agreement shall govern; *provided* that in the event of any conflict between the terms of the Intercreditor Agreements, the Revolving Credit/Term Loan Intercreditor Agreement shall govern.

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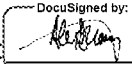
IN WITNESS WHEREOF, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

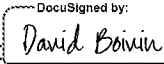
AVISON YOUNG (CANADA) INC., as
Grantor

By: 
Name: Ricardo Jenkins
Title: Chief Accounting Officer

[Signature Page to Trademark Security Agreement (U.S.)]

CAPITAL D'AMÉRIQUE CDPQ INC.,
as Lender

By  _____
Name: Alexandre Décary
Title: Authorized Signatory

By  _____
Name: David Boivin
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement (U.S.)]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Registered Owner	Application No.	Filing Date	Registration No.	Registration Date
Avison Young	Avison Young (Canada) Inc.	86/310386	June 16, 2014	4681371	February 3, 2015
Avison Young Logo	Avison Young (Canada) Inc.	86/960,336	March 31, 2016	5073278	November 1, 2016
AVANT	Avison Young (Canada) Inc.	88/921887	May 18, 2020	6860028	September 27, 2022
AVANT BY AVISON YOUNG	Avison Young (Canada) Inc.	90/293614	November 2, 2020	6847526	September 13, 2022
Flex Fluency	Avison Young (Canada) Inc.	97/593160	September 15, 2022	[Pending]	[Pending]