

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833693

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Acknowledgment of Security Interest in Intellectual Property		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Snapcommerce Technologies Inc.		08/21/2023	Corporation: CANADA
Snapcommerce Holdings Inc.		08/21/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	c/o 66 Wellington St. W.		
Internal Address:	9th Floor, TD Bank Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6799282	RESERVATION STAYS	
Registration Number:	6913882	SNAPTRAVEL	
Serial Number:	90481731	SNAPCOMMERCE	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	4125621637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	Suite 200		
Address Line 2:	501 Grant Street		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0099094-000031		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	08/22/2023		

OP \$90.00 6799282

Total Attachments: 5

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**ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL
PROPERTY**

August 21, 2023

This Acknowledgment of Security Interest in Intellectual Property (this "Acknowledgment") is being made as of the date first written above by SNAPCOMMERCE TECHNOLOGIES INC., a corporation existing under the federal laws of Canada (the "Canadian Borrower"), and SNAPCOMMERCE HOLDINGS INC., a Delaware corporation (the "U.S. Borrower," and together with the Canadian Borrower, each a "Grantor" and collectively the "Grantors").

WHEREAS, each applicable Grantor has adopted, used and are using, and hold all or shared right, title and interest in and to, the patent application listed on the attached Schedule 1, which application is issued or applied for in the United States Patent and Trademark Office (the "Patent");

WHEREAS, each applicable Grantor has adopted, used and are using, and hold all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 2, which are issued or applied for in the United States Patent and Trademark Office (the "Trademarks", together with the Patent, the "Intellectual Property");

WHEREAS, the Grantors are parties to that certain Demand Operating Loan Agreement, dated as of August 21, 2023 (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Loan Agreement"), together with certain other loan parties from time to time party thereto, and The Toronto-Dominion Bank, as lender ("Lender");

WHEREAS, in connection with the Loan Agreement, the Canadian Borrower has entered into that certain General Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Canadian Security Agreement") in favor of the Lender;

WHEREAS, in connection with the Loan Agreement, the U.S. Borrower has entered into that certain Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time in accordance with its terms, the "U.S. Security Agreement" and together with the Canadian Security Agreement, each a "Security Agreement" and collectively the "Security Agreements") in favor of the Lender; and

WHEREAS, pursuant to the Loan Agreement, the Security Agreements and other security agreements delivered in connection with the Loan Agreement, the Grantors have granted to Lender for the benefit of the Lender a continuing security interest in all of their right, title and interest in, to and under the Intellectual Property, together with, among other things, the applications and registrations thereof, the goodwill associated with use of the Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "IP Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Canadian Security Agreement or the U.S. Security Agreement, as applicable).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors and Lender, the Grantors do hereby grant to Lender for the benefit of the Lender a continuing security interest in the IP Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantors do hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the IP Collateral are more fully set forth in the Loan Agreement or the applicable Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Acknowledgment shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State excluding its rules relating to conflicts of law. The Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the State of New York with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Lender under the laws of any other jurisdiction where Collateral may be located.

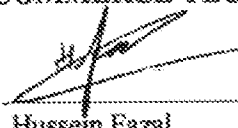
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INTELLECTUAL PROPERTY]

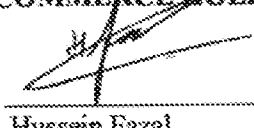
IN WITNESS WHEREOF, the Grantors have caused this Acknowledgment to be duly
executed by each of their officers thereunto duly authorized as of the date first written above.

GRANTORS:

SNAPCOMMERCE TECHNOLOGIES INC.

By: 
Name: Hussein Fazal
Title: Chief Executive Officer

SNAPCOMMERCE HOLDINGS INC.

By: 
Name: Hussein Fazal
Title: President

SCHEDULE 1 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN PATENTS

Patent Applications

Owner	Title	Patent No.	Filing Date
Snapcommerce Holdings Inc.	Systems and methods for transaction-initiated card funding	63/511,764	07/03/2023

**SCHEDULE 2 TO
ACKNOWLEDGMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY**

Trademarks

Owner	Trademark	Reg. No.	Reg. Date
SNAPCOMMERCE TECHNOLOGIES INC.	RESERVATION STAYS	6799282	07-19-2022
SNAPCOMMERCE TECHNOLOGIES INC.	SNAPTRAVEL	6913882	11-29-2022

Trademark Applications

Owner	Trademark	Serial. No.	Filing Date
SNAPCOMMERCE TECHNOLOGIES INC.	SNAPCOMMERCE	90/481731	01-22-2021