

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM838718

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Target Park Group Inc.		09/11/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal		
Street Address:	18th Fl, First Canadian Pl., 100 King St West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A9		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	97181479	TAP2PARK	
CORRESPONDENCE DATA			
Fax Number:	4045413372		
<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:	404-815-6500		
Email:	brook@kilpatricktownsend.com		
Correspondent Name:	William H. Brewster		
Address Line 1:	1100 Peachtree Street		
Address Line 2:	Suite 2800		
Address Line 4:	Atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Beth Rook		
SIGNATURE:	/Beth Rook/		
DATE SIGNED:	09/12/2023		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 11, 2023 (this “Agreement”), is made by **TARGET PARK GROUP INC.**, an Ontario business corporation (“Grantor”), in favor of **BANK OF MONTREAL**, a Canadian chartered bank (together with its successors and assigns, if any, “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Summary of Terms and Conditions dated on or about the date hereof (as amended, restated, supplemented, renewed, extended or otherwise modified from time to time, the “Term Sheet”; capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Term Sheet), among Grantor, 2741405 Ontario Limited, an Ontario corporation (“274 Ontario”; together with Grantor, collectively, “Borrowers” and each, a “Borrower”), and Lender, Lender has agreed to make advances, loans and other financial accommodations to, and for the benefit of, Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, in consideration of the financial accommodations provided to Grantor and its affiliates under the Term Sheet, Grantor has agreed to grant to Lender a continuing security interest in and to all of Grantor’s Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Grantor hereby agrees with Lender as follows:

Section 1. Defined Terms. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

“Event of Default” means the occurrence of a Default or an Insolvency Event.

“Obligations” means (a) with respect to each Borrower, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of such Borrower arising under or in connection with any Loan Document, including all original issue discount, fees, costs, expenses (including fees, costs and expenses incurred during the pendency of any Insolvency Event, whether or not allowed or allowable in such proceeding) and premiums payable under any Loan Document, the principal of and interest (including interest accruing during the pendency of any Insolvency Event, whether or not allowed or allowable in such proceeding) on the advances, loans and other financial accommodations made under the Facilities, all indemnification obligations and all obligations to pay or reimburse Lender or any of its affiliates for paying any costs or expenses under any Loan Document, (b) all other fees to be paid to Lender or any of its affiliates under the Loan Documents or otherwise, or (c) with respect to each Company other than Borrowers, all obligations (monetary or otherwise, whether absolute or contingent, matured or unmatured) of such Company arising under or in connection with any Loan Document, all indemnification obligations and all obligations to pay or reimburse Lender or any affiliate thereof for paying any costs or expenses under any Loan Document.

“Secured Obligations” means each and all of the following: (a) all of the present and future obligations of Grantor arising from this Agreement, the Term Sheet or the other Loan Documents; and (b) all other Obligations, including, in the case of each of clauses (a) and (b), reasonable and documented (in summary form only) attorneys’ fees and expenses and any interest, fees, or expenses that accrue after the occurrence of an Insolvency Event, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Event. Without limiting the generality of the foregoing, Secured Obligations shall

include all amounts that constitute part of the Secured Obligations and would be owed by any Borrower, Grantor or any other guarantor or surety, on the one hand, to Lender, on the other hand, under any Loan Document but for the fact that they are unenforceable or not allowable, including due to the existence of an Insolvency Event involving any Borrower, Grantor or any other guarantor or surety.

“Trademarks” means any and all trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (a) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule 1 hereto, (b) all extensions, modifications and renewals thereof, (c) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (d) the right to sue for past, present and future infringements and dilutions thereof, (e) the goodwill of Grantor’s business symbolized by the foregoing or connected therewith and (f) all of Grantor’s rights corresponding thereto throughout the world.

“UCC” means the New York Uniform Commercial Code, as in effect from time to time; provided, however, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, priority, or remedies with respect to Lender’s lien on any Trademark Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “UCC” means the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor hereby unconditionally grants, assigns, and pledges to Lender, to secure the payment and performance in full of the Secured Obligations, a continuing lien and security interest in Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the “Trademark Collateral”):

- (a) all of its Trademarks providing for the grant by or to Grantor of any right under any Trademark, including those registered with the United States Patent and Trademark Office and referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof. Notwithstanding the foregoing, this Agreement shall not grant shall be no security interest or lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office).

Section 2. Remedies. If an Event of Default has occurred and is continuing beyond any applicable notice or cure period, Lender may exercise in respect of the Trademark Collateral, in addition to all rights and remedies available to Lender under any other agreement, at law, in equity, in the other Loan Documents or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other applicable law. Without limiting the generality of the foregoing, Grantor expressly agrees

that, in any such event, Lender without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon Grantor or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or any other applicable law), may take immediate possession of all or any portion of the Trademark Collateral and, without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Lender's offices or elsewhere, for cash, on credit, and upon such other terms as Lender may deem commercially reasonable. Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC. Lender shall not be obligated to make any sale of Trademark Collateral regardless of notice of sale having been given. Lender may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

Section 3. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks subject to a security interest hereunder.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf," "tif" or DocuSign) format shall be effective as delivery of a manually executed counterpart of this Agreement.

Section 5. Governing Law; Jurisdiction; Service of Process; Waiver of Jury Trial.

(a) THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF LENDER AND GRANTOR HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

(b) LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, AND GRANTOR AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE OF NEW YORK AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN NEW YORK COUNTY (BOROUGH OF MANHATTAN) IN THE STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY TRADEMARK COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT LENDER'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE LENDER ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, AND GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5(b).


(c) LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, AND GRANTOR IRREVOCABLY CONSENT TO SERVICE OF PROCESS FOR THIS AGREEMENT IN THE MANNER TO WHICH LENDER AND GRANTOR HAVE AGREED. NOTHING IN THIS AGREEMENT OR IN ANY OTHER LOAN DOCUMENT WILL AFFECT THE RIGHT OF LENDER OR GRANTOR TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(d) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LENDER AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. LENDER, BY ITS ACCEPTANCE OF THIS AGREEMENT, AND GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[Remainder of page intentionally left blank.]

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

TARGET PARK GROUP INC.

By: 
Name: Iraglis Modopoulos (also known as Hercules Modopoulos)
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Status	Serial No.	Filing Date	Registration No.
TAP2PARK	Live	97181479	December 20, 2021	N/A