

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM839393

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
D1G1T INC.		08/21/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	81 Bay Street, 10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88636766	D1G1T	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4168657048		
<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>			
<b>Phone:</b>	4163074042		
<b>Email:</b>	peter.giddens@mcmillan.ca		
<b>Correspondent Name:</b>	McMillan LLP		
<b>Address Line 1:</b>	Brookfield Place, 181 Bay Street, 4400		
<b>Address Line 4:</b>	Toronto, ONTARIO M5J 2T3		
<b>NAME OF SUBMITTER:</b>	Peter Giddens		
<b>SIGNATURE:</b>	/PDG/		
<b>DATE SIGNED:</b>	09/14/2023		
<b>Total Attachments: 6</b>			
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OP \$40.00 88636766

**INTELLECTUAL PROPERTY SECURITY AGREEMENT  
(D1G1T IINC)**

This Intellectual Property Security Agreement (this "Agreement") is made and entered into as of August 21, 2023, between **D1G1T INC.**, a corporation amalgamated under the *Canada Business Corporations Act* ("Grantor"), and **CANADIAN IMPERIAL BANK OF COMMERCE** ("Bank").

RECITALS

A. Bank has or will enter into certain financial accommodations with Grantor pursuant to a Loan and Security Agreement dated as of the date hereof between Bank and Grantor (as amended, restated, replaced and supplemented from time to time, "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 Canadian Security Agreement, including without limitation, all of Grantor's Intellectual Property.

C. Grantor's execution and delivery of this Agreement is required pursuant to the terms of the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment and performance when due of the Indebtedness now existing or hereafter arising, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Obligations now existing or hereafter arising, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property (including without limitation those copyrights, patents and trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein, the Loan Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement or the Loan Agreement, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and /or the Canadian Intellectual Property Office, as applicable.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Grantor:

DIGIT INC.

By: 

Name: Dan Rosen

Title: Chief Executive Officer

Bank:

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_

Name: Robert Rosen

Title: Authorized Signatory

By: \_\_\_\_\_

Name: Josh Olwale

Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

Grantor:

**D1G1T INC.**

By: \_\_\_\_\_

Name: Dan Rosen

Title: Chief Executive Officer

Bank:

**CANADIAN IMPERIAL BANK OF COMMERCE**

By:  \_\_\_\_\_

Name: Robert Rosen

Title: Authorized Signatory

By:  \_\_\_\_\_

Name: Josh Olawale

Title: Authorized Signatory

**EXHIBIT A**

**Copyrights**

Nil.

**EXHIBIT B**

**Patents**

Nil.

**EXHIBIT C**

**Trademarks**

No.	Owner	Trademark	Application No.	Country
1.	d1g1t Inc.	D1G1T	2210360	Canada
2.	d1g1t Inc.	D1G1T	1954376	Canada
3.	d1g1t Inc.	D1G1T	88636766	United States