

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM840020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASCENDANTFX CAPITAL INC.		09/18/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	First-Citizens Bank & Trust Company		
Street Address:	75 N. Fair Oaks Avenue (CLAS PAS-04-02)		
City:	Pasadena		
State/Country:	CALIFORNIA		
Postal Code:	91103		
Entity Type:	Corporation: NORTH CAROLINA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4187654	ASCENDANTFX	
Registration Number:	4235117	A FX	
Registration Number:	4687336	AFXLINK	
Registration Number:	4358747	AFXOFFICE	
Registration Number:	4324216	AFXONLINE	
Serial Number:	87099142	APAY	
Serial Number:	87447320	APAYPRO	
Serial Number:	87389129	PAYEE INTELLIGENCE	
Serial Number:	97090509	TRACK 360°	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Rodney Boulware		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20036		

OP \$240.00 4187654

ATTORNEY DOCKET NUMBER:	2121728
NAME OF SUBMITTER:	Gwendolyn Meccas
SIGNATURE:	/Gwendolyn Meccas/
DATE SIGNED:	09/18/2023

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 18, 2023, by and between the Grantor listed on the signature page hereto (the “*Grantor*”) and **FIRST-CITIZENS BANK & TRUST COMPANY** (successor by purchase to the Federal Deposit Insurance Corporation as receiver for Silicon Valley Bridge Bank, N.A. (as successor to Silicon Valley Bank), as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent, the Lenders and the other Secured Parties (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in that certain Credit Agreement, dated as of September 18, 2023, by and among **AFX HOLDCO CORP.**, a corporation incorporated under the laws of the Province of Ontario (“Holdings”), **AFX ACQUISITION CORP.**, a corporation incorporated under the laws of the Province of Ontario (“Initial Borrower”), **ASCENDANTFX CAPITAL INC.**, a corporation incorporated under the laws of the Province of Ontario (“Opco Borrower” and after the Initial Borrower Amalgamation with Initial Borrower, the “Borrower”), the several Lenders party thereto from time to time, the Administrative Agent, and First Citizens Bank & Trust Company, as Issuing Lender and Swingline Lender (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent, the Lenders and the other Secured Parties to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other Grantor (as defined in the Guarantee Collateral Agreement) have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Borrower and each other Grantor (as defined in the Guarantee and Collateral Agreement) shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Borrower and each other Grantor (as defined in the Guarantee and Collateral Agreement) have granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

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 when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property collateral (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and 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 Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property 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 of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

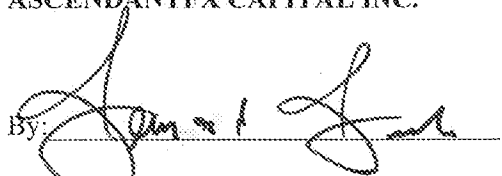
THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

ASCENDANTFX CAPITAL INC.

By: 

Name: Bernard Beck

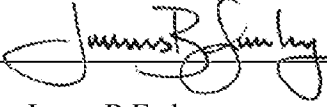
Title: Vice President and Secretary

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008200 FRAME: 0808

ADMINISTRATIVE AGENT:

FIRST-CITIZENS BANK & TRUST COMPANY

By:  _____

Name: James B Farley

Title: Senior Vice President

[Signature Page to Intellectual Property Agreement]

EXHIBIT A

COPYRIGHTS

Registered Copyrights

None.

Pending Copyright Applications

None.

EXHIBIT B

PATENTS

Issued Patents

None.

Pending Patent Applications

None.

EXHIBIT C

TRADEMARKS

Issued Trademarks Registered Trademarks and Pending Trademark Applications

NAME	Status	Date	Serial #	Registration Number	Term (Yrs)
ASCENDANTFX	Registered	2012-08-07	85294015	4187654	10
A FX Design	Registered	2012-10-30	85426118	4235117	10
AFXLINK	Registered	2015-02-17	86237017	4687336	10
AFXOFFICE	Registered	2013-06-25	85492693	4358747	10
AFXONLINE	Registered	2013-04-23	85718592	4324216	10
APAY	Notice of Opposition	2018-12-12	87099142	APAYPRO	
APAYPRO	Receipt of Filing	2017-05-12	87447320	APAYPRO	
PAYEE INTELLIGENCE	Registered	2018-08-07	87389129	5532844	10
TRACK 360	Application Filed	2021-09-24	97090509		