

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM855868

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEVIO CONSULTING INC.		11/23/2023	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fédération des Caisses Desjardins du Québec		
Street Address:	1170 Peel Street, Suite 300		
City:	Montreal, QC		
State/Country:	CANADA		
Postal Code:	H3B 0A9		
Entity Type:	FINANCIAL SERVICES COOPERATIVE: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6450102	PENSIONIFY	
Registration Number:	6450101	LEVIO PENSIONIFY	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Yip, c/o McCarthy Tétrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam-Sun Yip		
SIGNATURE:	/Vincent Kam Sun Yip/		
DATE SIGNED:	11/24/2023		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 23, 2023, is made by LEVIO CONSULTING INC. (the "Grantor"), an Illinois corporation, in favor of FÉDÉRATION DES CAISSES DESJARDINS DU QUÉBEC, as Administrative Agent (the "Secured Party"), for the benefit of the Finance Parties.

WITNESSETH:

WHEREAS, the Grantor's affiliate, LEVIO CONSEILS INC. (the "Borrower"), has entered into (a) that certain Credit Agreement dated as of December 5, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Borrower, as borrower, the lenders from time to time party thereto, as Lenders and the Secured Party, as Administrative Agent, and (b) certain other Operative Documents (each as defined in the Credit Agreement);

WHEREAS, (a) the Grantor is party to that certain Guarantee dated as of December 5, 2022 in favor of the Secured Party, for the benefit of the Finance Parties, pursuant to which it has guaranteed certain obligations under the Credit Agreement and (b) the Grantor is party to that certain Pledge and Security Agreement dated as of December 5, 2022 in favor of the Secured Party, for the benefit of the Finance Parties (as such agreement may be amended, restated, supplemented, modified or replaced from time to time, the "Security Agreement");

WHEREAS the Grantor and the Secured Party are desirous of recording the Security Agreement and the additional security created hereunder in the Trademark Collateral (as hereinafter defined) with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and to induce the Finance Parties to enter into the Credit Agreement and to make the credit facilities available to the Borrower thereunder, the Grantor hereby agrees with the Secured Party, for the benefit of the Finance Parties, as follows:

Section 1. Incorporation of Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the lien and security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement.

Section 2. Grant and Reaffirmation of Grant of Security Interests. To secure payment and performance of the Obligations, the Grantor hereby grants to the Secured Party, for the benefit of the Finance Parties, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in the Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising, in each case:

- a. each trademark listed on Schedule I annexed hereto (the “Trademarks”), together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
- b. all products and proceeds of the forgoing, including without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

Section 3. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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, provided that to the extent that the laws of any jurisdiction govern the validity and perfection of the security constituted hereunder, the domestic laws of such jurisdiction shall govern those issues.

Section 4. Counterparts. This Trademark Security 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.

Section 5. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois without giving effect to the conflict-of-laws principles thereof.

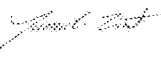
[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

LEVIO CONSULTING INC.,
as Grantor

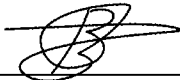
By: _____

DocuSigned by:

297273E0CAC445E


Name: **Yannick Zicat**
Title: **Chief financial officer**

ACCEPTED AND AGREED
as of the date first above written:

**FÉDÉRATION DES CAISSES DESJARDINS DU
QUÉBEC,**
as the Secured Party

By: 

Raffi Djourian
Director, Loan Structuring and Syndication

And by: 

Raymond Tam, Vice-President, Loan Structuring
and Syndication

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark	Registration Number	Registration Date	Owner	Status	Country
PENSIONIFY	6450102	August 10, 2021	Levio Consulting Inc.	Registered (Live)	USA
LEVIO PENSIONIFY	6450101	August 10, 2021	Levio Consulting Inc.	Registered (Live)	USA