

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI65218

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Plusgrade Inc.		03/01/2024	Corporation: CANADA
Points.com Inc.		03/01/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	JPMorgan Chase Bank, N.A., as collateral agent		
Street Address:	10 South Dearborn Street		
Internal Address:	L2		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603-5506		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4690124	POINTS LOYALTY WALLET	
Registration Number:	7008857	POINTS LOYALTY WALLET	
Registration Number:	5015404	LOYALTY COMMERCE PLATFORM	
Registration Number:	5028723	THE LOYALTY COMMERCE NETWORK	
Registration Number:	4144566	POINTS.COM	
Registration Number:	4298548	MORE TOGETHER	
Registration Number:	4686603	POINTS.COM	
Registration Number:	6635300	POINTS	
Registration Number:	5879281	POWERED BY POINTS	
Registration Number:	4045824	PLUSGRADE	
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:	(212)318-6000		
Email:	JeffreyNegron@PaulHastings.com		
Correspondent Name:	Jeffrey M. Negron		
Address Line 1:	Paul Hastings LLP		

OP \$265.00.00 86210071

Address Line 2: 200 Park Avenue
Address Line 4: New York, NEW YORK 10166

NAME OF SUBMITTER: Mitchell Garrett

SIGNATURE: Mitchell Garrett

DATE SIGNED: 03/01/2024

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT dated as of March 1, 2024 (this “Agreement”), among PLUSGRADE INC. (“Plusgrade”), POINTS.COM INC. (“Points.com,” and together with Plusgrade, the “Grantors”, and each individually, a “Grantor”) and JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Credit Agreement dated as of March 1, 2024 (the “Credit Agreement”), among POLARIS MIDCO, INC., a corporation existing under the laws of Canada (“Initial Holdings” and together with its successors and assigns, “Holdings”), POLARIS PURCHASER, INC., a corporation existing under the laws of Canada (prior to the Post-Closing Amalgamations, the “Lead Borrower”), PLUSGRADE INC., a corporation existing under the laws of Canada (“Plusgrade” and, prior to the Post-Closing Amalgamations, a “Co-Borrower”, and, following the Post-Closing Amalgamations, together with its successors and assigns, the “Lead Borrower”), POINTS.COM INC., a corporation existing under the laws of Canada (“Points.com”), POINTS INTERNATIONAL (U.S.) LTD., a Delaware corporation (“Points International” and together with Plusgrade (prior to the Post-Closing Amalgamations) and Points.com, the “Co-Borrowers”), the other BORROWERS party thereto from time to time, the Lenders and Issuing Banks party thereto from time to time and JPMORGAN CHASE BANK, N.A., as Administrative Agent and as Collateral Agent and (b) the Canadian Collateral Agreement dated as of March 1, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Holdings, the Lead Borrower, each of the other Grantors from time to time party thereto (each individually a “Grantor” and collectively the “Grantors”) and the Collateral Agent. Each Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its Trademarks set forth on Schedule I attached hereto (the “Trademark Collateral”); provided that “Trademark Collateral” shall not include and the Security Interest shall not attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto (it being understood that after such filing and acceptance such intent-to-use application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral) or to any other Excluded Asset as provided under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.


SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.


SECTION 6. Intercreditor Agreements Govern. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of any Intercreditor Agreements. In the event of any conflict between the terms of any Intercreditor Agreement and this Agreement, the terms of such Intercreditor Agreement shall govern.

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

PLUSGRADE INC.,
as Grantor

By:  _____
Name: Kenneth Harris
Title: Chief Executive Officer

POINTS.COM INC.,
as Grantor

By:  _____
Name: Kenneth Harris
Title: Chief Executive Officer

JPMORGAN CHASE BANK, N.A., as Collateral Agent

By: *Vidita J. Shah*
Name: Vidita J. Shah
Title: Vice President

Schedule I

<u>Trademark</u>	<u>Owner</u>	<u>Status</u>	<u>App. Date</u>	<u>Serial No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
POINTS LOYALTY WALLET	Points.com Inc.	Registered	2014-03-04	86-210,071	2015-02-17	4,690,124
POINTS LOYALTY WALLET	Points.com Inc.	Registered	2021-02-05	90-513,285	2023-03-28	7,008,857
LOYALTY COMMERCE PLATFORM	Points.com Inc.	Registered	2014-03-04	86-210,050	2016-08-09	5,015,404
THE LOYALTY COMMERCE NETWORK	Points.com Inc.	Registered	2014-03-04	86-210,311	2016-08-23	5,028,723
POINTS.COM	Points.com Inc.	Registered	2009-04-01	77-704,682	2012-05-22	4,144,566
MORE TOGETHER	Points.com Inc.	Registered	2010-06-21	85-068,077	2013-03-05	4,298,548
points.com & Design	Points.com Inc.	Registered	2012-07-05	85-669,823	2015-02-17	4,686,603
points & Design	Points.com Inc.	Registered	2018-09-05	88-105,983	2022-02-08	6,635,300
powered by points & Design	Points.com Inc.	Registered	2019-03-28	88-361,541	2019-10-08	5,879,281
PLUSGRADE	Plusgrade Inc.	Registered	2009-03-23	77-696,687	2011-10-25	4,045,824