

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM467762

<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>
HOOTSUITE INC.	FORMERLY HOOTSUITE MEDIA INC.	03/12/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	595 BAY STREET, 5TH FLOOR		
<b>Internal Address:</b>	CREDIT PROCESSING SERVICES		
<b>City:</b>	TORONTO, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	BANK: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4920460		
<b>Registration Number:</b>	4308032		
<b>Registration Number:</b>	4308031	HOOTSUITE	
<b>Registration Number:</b>	3956590	HOOTSUITE	
<b>Serial Number:</b>	87275461	HOOTSUITE AMPLIFY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<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>	202-467-8800		
<b>Email:</b>	jspiantanida@vorys.com		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: VINCENT C. LOMBARDOZZI		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	049089-55		
<b>NAME OF SUBMITTER:</b>	Julie S. Piantanida		
<b>SIGNATURE:</b>	/julie piantanida/		

CH \$140.00 4920460

<b>DATE SIGNED:</b>	03/28/2018
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**Total Attachments: 6**

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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (as amended, restated, supplemented or otherwise modified, this “**Agreement**”) is entered into as of March 12, 2018 by and between HOOTSUITE INC. (formerly known as Hootsuite Media Inc.), a Canadian corporation (“**Hootsuite**”), ADESPRESSO INC., a Delaware corporation (“**AdEspresso**”, and together with Hootsuite, collectively, “**Grantors**”, and each, a “**Grantor**”) and CANADIAN IMPERIAL BANK OF COMMERCE (“**Lender**”).

### RECITALS

A. Lender and Grantors are entering into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), and a Pledge and Security Agreement (US), dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”). Defined terms used herein without definition shall have the meanings set forth in the Security Agreement.

B. The Obligations are secured by the Collateral including without limitation, all of each Grantor’s Intellectual Property.

C. Each Grantor’s execution and delivery of this Agreement is a condition to the effectiveness of the Credit Agreement.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantors and Lender hereby agree:

### AGREEMENT

To secure the Obligations, each Grantor grants Lender a security interest in all of each Grantor’s right, title and interest in its Intellectual Property. Each Grantor hereby confirms that the attached schedules of such Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof.

Each Grantor hereby authorizes Lender to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which such Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property.

This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of New York and the federal laws of the United States applicable therein. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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.

Address of Grantors:

Hootsuite Inc.  
5 East 8th Ave,  
Vancouver, BC, V5T 1R6

Attn: Legal Department

with a copy (that does not constitute notice) to:

Osler, Hoskin & Harcourt LLP  
100 King Street West  
1 First Canadian Place  
Suite 6200, P.O. Box 50  
Toronto ON M5X 1B8

Attention: Chad Bayne

Canadian Imperial Bank of Commerce  
Credit Processing Services  
595 Bay Street, 5<sup>th</sup> floor  
Toronto, Ontario  
M5G 2C2

with a copy (that does not constitute notice) to:

Goodmans LLP  
333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7  
Facsimile: 416-979-1234

Attention: Michael Bertrand

GRANTORS:

HOOTSUITE INC.

By: 

Name: Greg Twinney

Title: Chief Financial Officer

ADESPRESSO INC.

By: 

Name: Greg Twinney

Title: President and Treasurer

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY SECURITY AGREEMENT]

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333 Bay Street, Suite 3400  
Toronto, Ontario M5H 2S7  
Facsimile: 416-979-1234

Attention: Michael Bertrand

GRANTORS:

HOOTSUITE INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ADESPRESSO INC.

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

LENDER:

CANADIAN IMPERIAL BANK OF COMMERCE

By: Mark R. MacDuen

Name: Mark R. MacDuen

Title: PRESIDENT & Creative Managing Director  
CIBC Innovation Banking

**EXHIBIT A**  
COPYRIGHTS

None.

**EXHIBIT B**

PATENTS

**None.**

**EXHIBIT C**

**TRADEMARKS**

Grantor	Mark	Application Number / Registration Number	Filing Date / Registration Date
Hootsuite	HOOTSUITE AMPLIFY	87/275,461	12/20/2016
Hootsuite	<DESIGN MARK>	4,920,460	03/22/2016
Hootsuite	<DESIGN MARK>	4,308,032	03/26/2013
Hootsuite	HOOTSUITE	4,308,031	03/26/2013
Hootsuite	HOOTSUITE	3,956,590	05/10/2011
AdEspresso	ADESPRESSO	4,988,451	06/28/2016