

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554459

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Flexiti Financial Inc.		10/24/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	TSX Trust Company		
Street Address:	301-100 Adelaide Street West		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5H 4H1		
Entity Type:	federally regulated trust company: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87467254	FLEXITI FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	Fibbe Lightner LLP		
Address Line 1:	3733-1 Westheimer Road, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	A. Reagan Fibbe		
SIGNATURE:	/A. Reagan Fibbe/		
DATE SIGNED:	12/20/2019		
Total Attachments: 3			
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OP \$40.00 87467254

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS Flexiti Financial Inc. (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a general security agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to TSX Trust Company, as collateral agent (the "**Collateral Agent**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Collateral Agent and grants to the Collateral Agent a security interest in favour of the Collateral Agent in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Collateral Agent desire to record this agreement with the Canadian Intellectual Property Office and such other authorities as the Collateral Agent desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Collateral Agent.

The Debtor agrees that this agreement may be recorded with the Canadian Intellectual Property Office, United States Patent and Trademark Office and such other authorities as the Collateral Agent desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this agreement is not intended to alter in any way the rights or obligations of the Debtor or the Collateral Agent set forth in the Security Agreement. For the avoidance of doubt, if the terms of this agreement conflict with the Security Agreement, the terms of the Security Agreement shall govern.

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[Remainder of page intentionally blank; signature page follows.]

DATED as of the 24th day of _____, October _____, 2019.

FLEXITI FINANCIAL INC.

Per: _____

Name: Peter Kalen

Title: President and Chief Executive Officer

Per: _____

Name:

Title:

I/We have the authority to bind the Debtor.

**SCHEDULE A
INTELLECTUAL PROPERTY**

Registered trade-marks and applications for trademark registrations:

<i>Country</i>	<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Registration Date</i>	<i>Licensed to or by Debtor</i>
Canada	FLEXITICARD	1895730	April 25, 2018			
Canada	PAYMENT DEFENDER	1692536	Sept 5, 2014	TMA968581	April 20, 2017	
Canada	DÉFENSEUR DE PAIEMENT	1839064	May 24, 2017	TMA1009842	Nov 27, 2018	
Canada	ZERO HERO	1671137	April 3, 2014	TMA968579	April 20, 2017	
N/A						

Industrial designs/registered designs and applications for registered designs:

<i>Country</i>	<i>Design</i>	<i>Application No.</i>	<i>Application Date</i>	<i>Registration No.</i>	<i>Issue Date</i>	<i>Licensed to or by Debtor</i>
Canada	FLEXITI FINANCIAL & Design in colour	1839059	May 24, 2017			
Canada	FLEXITI FINANCIÈRE & Design in colour	1839062	May 24, 2017			
Canada	HORIZONTAL LINES & FLEXITI Design	1889868	March 23, 2018			
Canada	FLEXITI & HORIZONTAL LINES Design	1889898	March 23, 2018			
Canada	HORIZONTAL SWOOSH Designs	1839068	May 24, 2017	TMA1009854	Nov 27, 2018	
United States	FLEXITI FINANCIAL & Design in colour	87467254	May 29, 2017			