

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM578849

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Wealthsimple Technologies Inc.		08/29/2017	Corporation:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	40 King Street West		
Internal Address:	Suite 5702		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 3Y2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87425969	TAKE CARE OF YOURSELF	
Serial Number:	87425960	WEALTHSIMPLE	
CORRESPONDENCE DATA			
Fax Number:	4163622111		
<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:	4168624854		
Email:	seyoung@osler.com		
Correspondent Name:	Sydney Young		
Address Line 1:	100 King Street Weet		
Address Line 2:	Suite 6200		
Address Line 4:	Toronto, CANADA M5X1B8		
NAME OF SUBMITTER:	Sydney Young		
SIGNATURE:	/Sydney Young/		
DATE SIGNED:	06/01/2020		
Total Attachments: 3			
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SHORT-FORM TRADEMARKS SECURITY AGREEMENT

WHEREAS, Wealthsimple Technologies Inc. (the “**Grantor**”) has adopted, used, is using, or intends to use, and is the owner of the trademarks and trademark applications listed in the attached Schedule of Registered Trademarks, and the registrations and applications associated therewith;

WHEREAS, the Grantor has contemporaneously with the execution of this Short-Form Trademarks Security Agreement entered into the Security Agreement dated as of August 29, 2017 (as modified from time to time, the “**Security Agreement**”), in which the Grantor has granted certain interests in favor of Canadian Imperial Bank of Commerce (the “**Lender**”); and WHEREAS, pursuant to the Security Agreement, the Grantor has agreed with the Lender to execute this Short-Form Trademarks Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Lender, to the extent provided in the Security Agreement (the terms and conditions of which are hereby incorporated herein), a security interest in all of its right, title and interest in, to and under all the trademarks, whether now owned or at any time hereafter acquired, of the Grantor that are registered with, or for which applications for registration have been filed with, the United States Patent and Trademark Office, including the trademarks listed on the attached Schedule of Registered Trademarks, and all registrations and pending applications associated therewith (excluding any application for registration of a trademark filed on an intent-to-use basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of the resulting trademark registration or result in cancellation of such trademark application), as collateral security for the prompt and complete payment and performance when due of all the Liabilities (as defined in the Security Agreement). Notwithstanding the foregoing, in the event of any conflict between this Short-Form Trademarks Security Agreement and the Security Agreement, the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE, EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

Date:

[Signature Page Follows]

DATED as of the date first written above.

WEALTHSIMPLE TECHNOLOGIES INC.

By: 
Name: Michael Katchen
Title: President & Secretary

SCHEDULE OF REGISTERED TRADEMARKS

Trademark	App/Regn No.	Owner
TAKE CARE OF YOURSELF	Registered App 87425969 Reg 5349552 Reg 05-DEC-2017	Wealthsimple Technologies Inc.
WEALTHSIMPLE	Registered App 87425960 Reg 87425960 Reg 21-NOV-2017	Wealthsimple Technologies Inc.