

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM600202

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
OSF Global Services, Inc.		05/02/2013	Corporation: NEW HAMPSHIRE
RECEIVING PARTY DATA			
Name:	BDC Capital, Inc.		
Street Address:	5, Place Ville Marie, Suite 100		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3B 5E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88314366	OSF DIGITAL	
CORRESPONDENCE DATA			
Fax Number:	6036255650		
<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:	603-628-1311		
Email:	mark.wright@mclane.com		
Correspondent Name:	Mark A. Wright		
Address Line 1:	900 Elm Street		
Address Line 4:	Manchester, NEW HAMPSHIRE 03101		
NAME OF SUBMITTER:	Mark A. Wright		
SIGNATURE:	/Mark A. Wright/		
DATE SIGNED:	09/29/2020		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Security Agreement"), dated the 2 day of May, 2013, is made by OSF Global Services, Inc., a New Hampshire corporation (the "Obligor"), for the benefit of BDC Capital, Inc. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain letter of offer of investment dated April 17, 2013, as amended by that certain modification of letter of offer of investment dated April 23, 2013 among the Borrower, certain of its affiliates including the Obligor (the "Investment Letter"), the Lender has agreed to extend credit to OSF Global Services, Inc., a corporation organized and existing under the laws of Canada (the "Borrower") and the Obligor, a wholly-owned subsidiary of the Borrower, has agreed, among other things, to grant to the Lender a security interest in certain of its assets, including, without limitation, its service marks, service mark applications, service names, trademarks, trademark applications, trade names and goodwill pursuant to the terms and conditions of this Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Obligor agrees as follows:

1. Incorporation of the Investment Letter. The Investment Letter is hereby incorporated herein in its entirety by this reference thereto. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Investment Letter.

2. Security Interest in Trademarks and Related Goodwill. To secure the complete and timely satisfaction of all loans, advances, debts, liabilities, obligations, covenants and duties owing by the Obligor or Borrower to the Lender of any kind or nature, present or future (including any interest accruing thereon after maturity, or after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding relating to the Grantor, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding), whether direct or indirect (including those acquired by assignment or participation), absolute or contingent, joint or several, due or to become due, now existing or hereafter arising, whether or not (i) evidenced by any note, guaranty or other instrument, (ii) arising under any agreement, instrument or document, (iii) for the payment of money, (iv) arising by reason of an extension of credit, opening of a letter of credit, loan, equipment lease or guarantee, (v) under any interest or currency swap, future, option or other interest rate protection or similar agreement, (vi) under or by reason of any foreign currency transaction, forward, option or other similar transaction providing for the purchase of one currency in exchange for the sale of another currency, or in any other manner, (vii) arising out of overdrafts on deposit or other accounts or out of electronic funds transfers (whether by wire transfer or through automated clearing houses or otherwise) or out of the return unpaid of, or other failure of the Lender to receive final payment for, any check, item, instrument, payment order or other deposit or credit to a deposit or other account, or out of the Lender's non-receipt of or inability to collect funds or otherwise not being made whole in connection with depository or other similar arrangements; and any amendments, extensions, renewals and increases of or to any of the foregoing, and all costs and expenses of the Lender incurred in the documentation, negotiation, modification, enforcement, collection and otherwise in connection with any of the foregoing, including reasonable attorneys' fees and expenses (the "Debt"), the Obligor hereby grants and conveys to the Lender a Lien in all of the Obligor's right, title and interest in and to all of the Obligor's now owned or existing and filed and hereafter acquired or arising and filed:

(i) trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications, including, without limitation, the trademarks, trademark registrations, trade names and trademark applications, service marks, service mark registrations, service names and service mark applications (but excluding any application to register any trademark, service mark or other mark prior to filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a lien thereon or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark) listed on Schedule A, attached hereto and made a part thereof, and (a) renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, service marks, trademark and service mark registrations, trade names, service names and applications together with the items described in clauses (a) - (d), are hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) the entire goodwill of the Obligor's business including but not by way of limitation such goodwill connected with and symbolized by the Trademarks.

3. Restrictions on Future Security Interests. The Obligor agrees that until the Debt shall have been satisfied in full and the Investment Letter shall have been terminated, the Obligor will not, without the Lender's prior written consent, enter into any agreement relating to the Trademarks and the Obligor further agrees that the Obligor will not take any action, or permit any action to be taken by others subject to their control, or fail to take any action which would affect the validity or enforcement of the rights granted to the Lender under this Security Agreement.

4. New Trademarks. The Obligor represents and warrants that the Trademarks of the Obligor listed on Schedule A constitute all of the Trademarks now owned by the Obligor necessary to own and operate its property and to carry on its business as presently conducted and as presently planned to be conducted without conflict with the rights of others. The Obligor hereby further authorizes the Lender as its attorney-in-fact to modify this Security Agreement by amending Schedule A to include any future Trademarks and to file or refile this Security Agreement with the United States Patent and Trademark Office to fully perfect its lien and security interest in such future Trademarks.

5. Representations and Warranties. The Obligor represents and warrants to and agrees with the Lender that, except as otherwise set forth in the schedules hereto:

(i) The Trademarks set forth on Schedule A are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(ii) Each of the Trademarks set forth on Schedule A is valid and enforceable;

(iii) The Obligor is the owner of the Trademarks set forth on Schedule A and has the power and authority to make, and will continue to have authority to perform, this Security Agreement according to its terms;

(iv) This Security Agreement does not violate and is not in contravention of any other agreement to which the Obligor is a party or any judgment or decree by which the Obligor is bound and does not require any consent under any other agreement to which the Obligor is a party or by which the Obligor is bound. The Obligor hereby authorizes the Patent and Trademark Office to issue any and all

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certificates of registration on all Trademarks and Copyrights to the Lender following the occurrence of an Event of Default as the grantee of the pledge of the Obligor's entire interest; and

(v) There has been no unreleased prior sale, pledge, encumbrance, assignment or other transfer or disposition of any of the Trademarks or any part thereof and the same are free from all liens and other rights of third parties of any kind, except as may be otherwise set forth in the Investment Letter.

6. Royalties Terms. The Obligor hereby agrees that the use by the Lender of all Trademarks of the Obligor as described above shall be worldwide and without any liability for royalties or other related charges from the Lender to the Obligor. The security interest granted herein and the rights associated therewith shall extend until the earlier of (i) the expiration of each of the respective Trademarks assigned hereunder, or (ii) the Debt has been satisfied in full and the Investment Letter has been terminated.

7. Continuing Validity of Debt. The agreements and obligations of the Obligor hereunder are continuing agreements and obligations, and are absolute and unconditional irrespective of the genuineness, validity or enforceability of the Investment Letter or any other instrument or instruments now or hereafter evidencing the Debt or any part thereof or any other agreement or agreements now or hereafter entered into by the Lender and the Obligor, the Borrower or any of their respective affiliates pursuant to which the Debt or any part thereof is issued or of any other circumstance which might otherwise constitute a legal or equitable discharge of such agreements and obligations. Without limitation upon the foregoing, such agreements and obligations shall continue in full force and effect as long as the Debt or any part thereof remain outstanding and unpaid and shall remain in full force and effect without regard to and shall not be released, discharged or in any way affected by (i) any renewal, refinancing or refunding of the Debt in whole or in part, (ii) any extension of the time of payment of the amounts outstanding under the Investment Letter or other instrument or instruments now or hereafter evidencing the Debt, or any part thereof, (iii) any compromise or settlement with respect to the Debt or any part thereof, or any forbearance or indulgence extended to any the Obligor, the Borrower or any of their respective affiliates, (iv) any amendment to or modification of the terms of the Investment Letter or other instrument or instruments now or hereafter evidencing the Debt or any part thereof or any other agreement or agreements now or hereafter entered into by the Lender and the Obligor or the Borrower pursuant to which the Debt or any part thereof is issued or secured, (v) any substitution, exchange, or release of a portion of, or failure to preserve, perfect or protect, or other dealing in respect of, the Trademarks or any other property or any security for the payment of the Debt or any part thereof, (vi) any bankruptcy, insolvency, arrangement, composition, assignment for the benefit of creditors or similar proceeding commenced by or against the Obligor, the Borrower or any of their respective affiliates, (vii) any dissolution, liquidation or termination of the Obligor, the Borrower or any of their respective affiliates for any reason whatsoever or (viii) any other matter or thing whatsoever whereby the agreements and obligations of any the Obligor, the Borrower or any of their respective affiliates, would or might otherwise be released or discharged. The Obligor hereby waives notice of the acceptance of this Security Agreement by the Lender.

8. Duties of the Obligor. Except as may be otherwise agreed to by the Lender, the Obligor shall have the duty to (i) prosecute diligently any trademark or service mark application made by the Obligor pending as of the date hereof or thereafter until the Debt shall have been satisfied in full and the Investment Letter shall have terminated, (ii) make application on trademarks and service marks, (iii) preserve and maintain all of the Obligor's rights in trademark applications, trademarks, trademark registrations, service mark applications, service marks, and service mark registrations of the Trademarks, and (iv) take all reasonable steps necessary to ensure that the Trademarks do not become abandoned or dedicated to the public, or the remedies available against potential infringers weakened. Any expenses

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incurred in connection with the duties set forth in this paragraph shall be borne by the Obligor. The Obligor shall not abandon any right to file a trademark application, or any pending trademark application, nor any Trademark, without the consent of the Lender.

9. Financing Statements Documents. The Obligor hereby authorizes the Lender to file one or more financing statements pursuant to the Uniform Commercial Code or other applicable Law in form satisfactory to the Lender and will pay the costs of filing and/or recording this Security Agreement and all financing, continuation and termination statements in all public offices where filing or recording is deemed necessary or desirable by the Lender. The Obligor will execute and deliver to the Lender from time to time such supplemental security agreements or other instruments, including, but not by way of limitation, additional Security Agreements to be filed with the United States Patent and Trademark Office, as the Lender may require for the purpose of confirming the Lender's security interest in the Trademarks.

10. Rights of the Obligor and/or the Lender to Sue. The Obligor may enforce its rights in the Trademarks of the Obligor with or without the Lender's participation. If requested by the Obligor, the Lender shall participate in suits to enforce such rights as a nominal plaintiff for jurisdictional purposes. The Lender shall have the same rights, if any, as the Obligor has, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks of the Obligor, and any licenses thereunder, and, if the Lender shall commence any such suit, the Obligor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents required by the Lender in aid of such enforcement and the Obligor shall promptly, upon demand and as part of the Debt, reimburse and indemnify the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph.

11. Defeasance. Notwithstanding anything to the contrary contained in this Security Agreement, upon payment in full of the Debt and performance of all obligations of the Borrower under the Investment Letter, this Security Agreement shall terminate and be of no further force and effect and at the request of the Obligor, the Lender shall thereupon terminate its security interest in the Trademarks. Until such time, however, this Security Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, provided that the Obligor may not assign this Security Agreement or any of its rights under this Security Agreement or delegate any of its duties or obligations under this Security Agreement and any such attempted assignment or delegation shall be null and void. This Security Agreement is not intended and shall not be construed to obligate the Lender to take any action whatsoever with respect to the Trademarks or to incur expenses or perform or discharge any obligation, duty or disability of the Obligor.

12. Waivers. No course of dealing between the Obligor and the Lender nor any failure to exercise nor any delay in exercising, on the part of the Lender, any right, power or privilege hereunder or under the Investment Letter shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Paragraph 4 hereof or by a writing signed by the parties hereto.

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15. Cumulative Remedies; Effect on Other Documents. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Investment Letter, or by any other agreements or by applicable Law shall be cumulative and may be exercised singularly or concurrently. The Obligor acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the Investment Letter, but rather is intended to facilitate the exercise of such rights and remedies.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon the Obligor and its successors and assigns, and shall inure to the benefit of the Lender and its successors and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to the conflict of law provisions thereof.

18. Notices. All notices, statements, requests and demands and other communications given to or made upon the Obligor, or the Lender in accordance with the provisions of this Security Agreement shall be given or made as provided in the Investment Letter.

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IN WITNESS WHEREOF, and intending to be legally bound, undersigned have executed and delivered this Security Agreement on the day and year written above.

WITNESS:



A handwritten signature in black ink, appearing to be 'D. U.', written over a horizontal dotted line.

OSF Global Services, Inc.



A handwritten signature in black ink, appearing to be 'GERARD SZARVANYI', written over a horizontal dotted line.

By: _____ (Seal)

Name: SZARVANYI GERARD

Title: CBO

Schedule A

TRADEMARKS

Trademarks:

- a. US Registration Number 4406254 --- OSF GLOBAL SERVICES with Design
- b. Cancelled
- c. Cancelled
- d. Cancelled
- e. US Registration No. 4821519 --- OSF COMMERCE with Design
- f. US Serial Number 88314366 --- OSF DIGITAL with Design

Date: September 17, 2020



David Whitecotton

Global Legal Director

Date: September 17, 2020



Ne Farmer, by proxy
for ODC capital inc.

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