

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM610630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TRACTION GUEST INC.		10/26/2020	Corporation:
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	200 Bay Street. Suite 2210, South Tower, Royal Bank Plaza, PO Box 61		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2J2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88392598	TRACTION GUEST	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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:	4168657152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/SEG/		
DATE SIGNED:	11/24/2020		
Total Attachments: 6			
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OP \$40.00 88392598

**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Traction Canada)**

This Intellectual Property Security Agreement is entered into as of October 26, 2020 (as the same may from time to time be amended, restated, modified or supplemented, this "Agreement") by and between **TRACTION GUEST INC.**, a company organized under laws of Canada ("Grantor") and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan Agreement by and between Bank and Grantor made as of the date hereof (as the same may from time to time be amended, restated, modified or supplemented, the "Loan Agreement").

B. Pursuant to the terms of that certain Security Agreement dated as of the date hereof by Grantor in favor of Bank, as it may be amended, restated, replaced or supplemented from time to time (the "Security Agreement"), Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral including certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement and otherwise. All terms used without definition in this Agreement shall have the meaning assigned to them in the Loan Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, the Security Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement and any of the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or the Security Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement, the Security Agreement or any of the other related documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and/or Canadian Intellectual Property Office, as applicable.

This Agreement is governed by the laws of the Province of British Columbia, and the laws of Canada applicable in the Province of British Columbia.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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

GRANTOR:

TRACTION GUEST INC.

By: 
Name: Keith Metcalfe
Title: Chief Executive Officer

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

This Agreement is governed by the laws of the Province of British Columbia, and the laws of Canada applicable in the Province of British Columbia.

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

GRANTOR:

TRACTION GUEST INC.

By: _____
Name: _____
Title: _____

BANK:

COMERICA BANK

By: Mr. Ahmed
Name: AMEER AHMED
Title: VP

EXHIBIT A

Copyrights

Nil

EXHIBIT B

Patents

Nil

EXHIBIT C

Trademarks

CANADIAN TRADEMARKS

Owner	Trademark	Application / Registration No.
Traction Guest Inc.	ZEROTOUCH	2029021
Traction Guest Inc.	TRACTION GUEST	1958300

UNITED STATES TRADEMARKS

Owner	Trade-mark	Serial / Registration No.
Traction Guest Inc.	TRACTION GUEST	88392598