

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM620629

| | | | |
|---|--|---------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Tier1CRM Inc. | | 01/14/2021 | a company organized under laws of Ontario: ONTARIO |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Road | | |
| Internal Address: | MC 7578 | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | a Texas banking association and authorized foreign bank under the Bank Act (Canada): TEXAS | | |
| PROPERTY NUMBERS Total: 6 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88424976 | TIER1 FINANCIAL SOLUTIONS | |
| Serial Number: | 88645215 | TIER1 SECURITY ENGINE | |
| Serial Number: | 88645314 | TIER1 CLIENT CENTER | |
| Serial Number: | 88645298 | TIER1 DEALS | |
| Serial Number: | 88645275 | TIER1 EVENTS | |
| Serial Number: | 77505045 | TIER1CRM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7349302494 | | |
| <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: | 7349302488 | | |
| Email: | ipfilings@bodmanlaw.com | | |
| Correspondent Name: | Susan M. Kornfield - Bodman PLC | | |
| Address Line 1: | 201 South Division, Suite 400 | | |
| Address Line 4: | Ann Arbor, MICHIGAN 48104 | | |
| NAME OF SUBMITTER: | Susan M. Kornfield | | |
| SIGNATURE: | /susan m. kornfield/ | | |

OP \$165.00 88424976

| | |
|---------------------|------------|
| DATE SIGNED: | 01/15/2021 |
|---------------------|------------|

Total Attachments: 6

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT
(Tier1CRM Inc.)**

This Intellectual Property Security Agreement is entered into as of January 14, 2021 (as the same may from time to time be amended, restated, modified or supplemented, this “**Agreement**”) by and between Tier1CRM Inc., a company organized under laws of Ontario (“**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 executed by Grantor in favour of Bank (as 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 Security 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 (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.

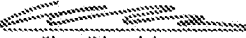
Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with the United States Patent and Trademark Office, the United States Copyright Office and /or Canadian Intellectual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

This Agreement 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:

TIERICRM INC.

By: 
Name: Jim Okochi
Title: President and Chief Executive Officer

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

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

GRANTOR:

TIER1CRM INC.

By: _____
Name: _____
Title: _____

BANK:

COMERICA BANK

By: Omer Ahmed
Name: Omer Ahmed
Title: Vice-President

EXHIBIT A

Copyrights

NIL.

EXHIBIT B

Patents

NIL.

EXHIBIT C

Trademarks

Canadian Trademarks

| No. | Owner | Trademark | Application No. | Registration No. |
|-----|---------------|---------------------------|-----------------|------------------|
| 1. | Tier1CRM Inc. | TIER1CRM | 1408229 | TMA804785 |
| 2. | Tier1CRM Inc. | TIER1 FINANCIAL SOLUTIONS | 1963326 | |

U.S. Trademarks

| No. | Owner | Trademark | Application No. |
|-----|---------------|---------------------------|-----------------|
| 1. | Tier1CRM Inc. | TIER1 FINANCIAL SOLUTIONS | 88/424976 |
| 2. | Tier1CRM Inc. | TIER1 SECURITY ENGINE | 88/645215 |
| 3. | Tier1CRM Inc. | TIER1 CLIENT CENTER | 88/645314 |
| 4. | Tier1CRM Inc. | TIER1 DEALS | 88/645298 |
| 5. | Tier1CRM Inc. | TIER1 EVENTS | 88/645275 |
| 6. | Tier1CRM Inc. | TIER1CRM | 77/505045 |