

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM650367

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
20-20 TECHNOLOGIES INC.		05/28/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL MARKETS LLC		
Street Address:	200 Park Avenue, 25th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10166		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5215941	2020	
Registration Number:	2548749	20-20 TECHNOLOGIES	
Registration Number:	5178837	MAKING SPACES FOR LIFE	
Registration Number:	1998724	GIZA	
CORRESPONDENCE DATA			
Fax Number:	2129692900		
<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:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	William Majeski		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	38263.033		
NAME OF SUBMITTER:	William Majeski		
SIGNATURE:	/William Majeski/		
DATE SIGNED:	05/28/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement dated as of May 28, 2021 (this “Trademark Security Agreement”), is made by the Pledgor of 2020-400 Armand-Frappier Boulevard, Laval, Quebec H7V 4B4, that is a signatory hereto, in favor of Golub Capital Markets LLC of 200 Park Avenue, 25th Floor, New York, New York 10166, in its capacity as collateral agent for the secured parties (in such capacity, the “Collateral Agent”) pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Consilio Midco Limited, a company incorporated under the laws of England and Wales (the “Borrower”), Consolio IntermediateCo Limited, a company incorporated under the laws of England and Wales,, the subsidiary guarantors from time to time party thereto, the lenders from time to time party thereto and several agents party thereto, including the Collateral Agent.

W I T N E S S E T H:

WHEREAS, the Pledgor is party to a Canadian Security Agreement of even date with the Credit Agreement (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “Canadian Security Agreement”) in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Canadian Security Agreement and used herein have the meaning given to them in the Canadian Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a Lien on and security interest in (subject to Permitted Liens) and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor, in each case excluding Excluded Property (collectively, the “Trademark Collateral”):

- (a) all Trademarks of the Pledgor, including, without limitation, such registered Trademarks and applications for Trademark registration, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

SECTION 3. Canadian Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Canadian Security Agreement, and

the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Canadian Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Canadian Security Agreement, the provisions of the Canadian Security Agreement shall control.

SECTION 4. Termination. Upon the Senior Facilities Termination Date, the security interest granted therein and the security interest granted herein shall automatically and immediately terminate and be deemed automatically and immediately released, and the Collateral Agent shall on the date thereof and, upon any request by the Pledgor, promptly execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form fully releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Recordation. The Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable in that province, excluding the conflict of law rules of that province.

[Remainder of this page intentionally left blank]

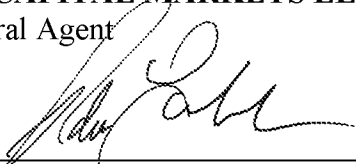
IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

20-20 TECHNOLOGIES INC., as a Pledgor

By: *Kevin Collins*
Name: Kevin Collins
Title: Secretary and Chief Financial Officer

Accepted and Agreed:

GOLUB CAPITAL MARKETS LLC,
as Collateral Agent

By:  _____

Name: Robert G. Tuchscherer

Title: Senior Managing Director


[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007309 FRAME: 0711

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks:

Trademark Description	Jurisdiction	App/Reg Date	App/Reg #
2020	Canada	App: 17/06/2014 Reg: 31/10/2016	App: 1681634 Reg: TMA953834
20-20 TECHNOLOGIES	Canada	App: 14/12/1998 Reg: 27/09/2000	App: 899182 Reg: TMA533597
20 20 TECHNOLOGIES 	Canada	App: 02/03/2009 Reg: 24/08/2010	App: 1430578 Reg: TMA775330
CUISI BOUTIQUE MKS & DESSIN	Canada	App: 07-02-1989 Reg: 23-11-1990	App: 624897 Reg: TMA376091
MAKING SPACES FOR LIFE	Canada	App: 04/07/2014 Reg: 07/11/2016	App: 1683973 Reg: TMA954535
SHOPVISION	Canada	App: 04/06/2008 Reg: 01/09/2009	App: 1398063 Reg: TMA746756
SHOPWARE	Canada	App: 04/06/2008 Reg: 16/02/2011	App: 1398058 Reg: TMA790954
TWENTY-TWENTY	Canada	App: 05-11-1985 Reg: 31-10-1986	App: 551912 Reg: TMA320121
VINGT-VINGT	Canada	App: 05-11-1985 Reg: 31-10-1986	App: 551913 Reg: TMA320122
2020	United States	App: 07/15/2014 Reg: 06/06/2017	App: 86/337443 Reg: 5215941
20-20 TECHNOLOGIES	United States	App: 04/21/1999 Reg: 03/19/2002	App: 75/688167 Reg: 2548749
MAKING SPACES FOR LIFE	United States	App: 07/15/2014 Reg: 04/11/2017	App: 86337464 Reg: 5178837
GIZA	United States	App: 14/10/1994 Reg: 03/09/1996	App: 74585672 Reg: 1998724