

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PerformanceCentre International Pty. Ltd.		06/14/2021	Corporation: AUSTRALIA
RECEIVING PARTY DATA			
Name:	Flow Capital Corp.		
Street Address:	1 Adelaide St. East, Suite 3002, PO Box 171		
City:	Toronto		
State/Country:	CALIFORNIA		
Postal Code:	M5C 2VP		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5538416	PERFORMIO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	8054566735		
Email:	mark@dtlawpartners.com		
Correspondent Name:	DT Law Partners LLP		
Address Line 1:	125 East Victoria St. Suite I		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
DOMESTIC REPRESENTATIVE			
Name:	DT Law Partners LLP		
Address Line 1:	125 East Victoria St. Suite I		
Address Line 4:	Santa Barbara, CALIFORNIA 93101		
NAME OF SUBMITTER:	Mark A. DePaco		
SIGNATURE:	/mark depaco/		
DATE SIGNED:	06/14/2021		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 14th day of June 2021, by and among **PeformanceCentre International Pty Ltd.** ("Grantor"), and **FLOW CAPITAL CORP.** ("Lender").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Senior Loan and Security Agreement of even date (as amended, restated, supplemented, or otherwise modified from time to time, the "Loan Agreement") by and between Performio USA Inc., a Delaware corporation, PerformanceCentre Inc., a Delaware corporation and Stables Partners LLC, a Delaware limited liability company (collectively the "Performio Entities", which Performio Entities are the parent entities of Grantor) on the one hand, and Lender on the other hand, Lender has agreed to make certain financial accommodations available to the Performio Entities from time to time pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby unconditionally grants, assigns, and pledges to Lender to secure the Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark licensed under any Intellectual Property license.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor and/or the Performio Entities, or any of them, to Lender, whether or not they are unenforceable

or not allowable due to the existence of an Insolvency Proceeding involving Grantor or the Performio Entities.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement, including without limitation any Guaranty and Security Agreements executed in connection therewith. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any Guaranty and Security Agreements executed in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement on the one hand and the Loan Agreement and any Guaranty and Security Agreements executed in connection therewith on the other hand (collectively, the "Loan Documents"), the Loan Documents shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantor hereby authorize Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Security Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

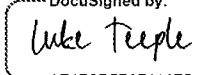
7. CHOICE OF LAW AND VENUE AND JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER SET FORTH IN SECTION 11 OF THE LOAN AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PERFORMANCECENTRE INTERNATIONAL PTY LTD.

DocuSigned by:

By: _____
Name: Luke Teeple
Title: Chief Financial Officer

LENDER:

ACCEPTED AND ACKNOWLEDGED BY:

FLOW CAPITAL CORP.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

PERFORMANCECENTRE INTERNATIONAL PTY LTD.

By: _____
Name: Luke Teeple
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

FLOW CAPITAL CORP.

By: *Alex Baluta*
Name: Alex Baluta _____
Title: CEO _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Description	Application/ Registration/Serial Number	Application/ Registration/Filing Date	Class	Goods/Services
PERFORMIO	Standard character mark; service mark	5,538,416	August 14, 2018	9, 42	SAAS