

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM738375

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
HOOTSUITE INC.		06/29/2022	Corporation: CANADA
HEYDAY TECHNOLOGIES INC.		06/29/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as administrative agent		
<b>Street Address:</b>	10 South Dearborn, Floor L2		
<b>Internal Address:</b>	Suite IL1-0480		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603-2300		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87275461	HOOTSUITE AMPLIFY	
<b>Serial Number:</b>	86360303		
<b>Serial Number:</b>	77940286	HOOTSUITE	
<b>Serial Number:</b>	87960184	SUCCEED WITH SOCIAL	
<b>Serial Number:</b>	90454987	HEYDAY	
<b>Serial Number:</b>	90455003		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	3127018637		
<b>Email:</b>	IPDocket@mayerbrown.com		
<b>Correspondent Name:</b>	William R. Siegel, Mayer Brown LLP		
<b>Address Line 1:</b>	P.O. BOX 2828		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60690-2828		
<b>ATTORNEY DOCKET NUMBER:</b>	22708243		
<b>NAME OF SUBMITTER:</b>	William R. Siegel		

CH \$165.00 87275461

<b>SIGNATURE:</b>	/william r siegel/
<b>DATE SIGNED:</b>	07/01/2022
<b>Total Attachments: 10</b> source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page1.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page2.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page3.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page4.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page5.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page6.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page7.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page8.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page9.tif source=JPM-Hootsuite - Confirmatory Grant of Security Interest in Trademarks [Redated][Executed]#page10.tif	

**CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS**

This CONFIRMATORY GRANT OF SECURITY INTEREST IN TRADEMARKS (this “Confirmatory Grant”) is made as of June 29, 2022, by and among **HOOTSUITE INC.**, a Canadian corporation (the “Company”), **HEYDAY TECHNOLOGIES INC.**, a Canadian corporation (“Heyday”) and together with the Company, each a “Grantor” and collectively, the “Grantors”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as administrative agent (together with its successors and assigns, the “Administrative Agent”) for the lenders party to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “Credit Agreement”), by and among the Grantors, the Administrative Agent, the other Loan Parties party thereto, and the Lenders party thereto, the Lenders have agreed to make certain financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, the Lenders are willing to make the financial accommodations to the Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Administrative Agent, on behalf of the Secured Parties, that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Canadian Security Agreement”);

WHEREAS, pursuant to the Canadian Security Agreement, each Grantor pledged and granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Trademark Collateral (as defined below); and

WHEREAS, pursuant to the Canadian Security Agreement, each Grantor has agreed to execute and deliver this Confirmatory Grant in order to record the security interest granted to the Administrative Agent, for the benefit of the Secured Parties, with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each 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 Canadian Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each of the Grantors hereby pledges and grants to the Administrative Agent, on behalf of the Secured Parties, to secure the prompt and complete payment and performance of the Secured Obligations, a security interest (referred to in this Confirmatory Grant as the “Security Interest”) in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and IP Licenses with respect to Trademarks to which it is a party, including without limitation, those referred to on Schedule I;

(b) all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each IP License with respect to Trademarks; and

(d) all products and proceeds (as that term is defined in the UCC) of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment of the foregoing, and 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 IP 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 IP License with respect to Trademarks.

Notwithstanding the foregoing, Trademark Collateral shall not include any Excluded Property.

3. SECURITY FOR SECURED OBLIGATIONS. This Confirmatory Grant and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Confirmatory Grant secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by each Grantor to the Secured Parties, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Confirmatory Grant is granted in conjunction with the security interests granted to the Administrative Agent, on behalf of the Secured Parties, pursuant to the Canadian Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative 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. To the extent there is any inconsistency between this Confirmatory Grant and the Canadian Security Agreement, the Canadian Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new Trademarks or become entitled to the benefit of any Trademark for any renewal or extension of any existing Trademark, the provisions of this Confirmatory Grant shall automatically apply thereto. Each Grantor hereby authorizes the Administrative Agent unilaterally to modify this Confirmatory Grant by amending Schedule I to include any such new trademark rights of such Grantor. Notwithstanding the foregoing, no failure to so modify or supplement this Confirmatory Grant or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Confirmatory Grant 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 Confirmatory Grant. Delivery of an executed counterpart of a signature page of this Confirmatory Grant by telecopy, emailed pdf. or any other electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Confirmatory Grant. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Confirmatory Grant and the transactions contemplated hereby or thereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State

Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

7. **CHOICE OF LAW. THIS CONFIRMATORY GRANT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF BRITISH COLUMBIA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.**

8. **MISCELLANEOUS. THIS CONFIRMATORY GRANT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CONSENT TO JURISDICTION, JURY TRIAL WAIVER AND THE OTHER MATTERS SET FORTH IN SECTIONS 7.17 AND 7.18 OF THE CANADIAN SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.**

[Remainder of Page Intentionally Left Blank; Signature Pages Follow.]

**IN WITNESS WHEREOF**, the parties hereto have caused this Confirmatory Grant of Security Interest in Trademarks to be executed and delivered as of the day and year first above written.

**GRANTORS:**

**HOOTSUITE INC.**

By:   
Name: Ric Leong  
Title: Senior Vice President, Finance


**HEYDAY TECHNOLOGIES INC.**

By:   
Name: Ric Leong  
Title: Chief Financial Officer

[Signature page to Confirmatory Grant of Security Interest in Trademarks]

**ADMINISTRATIVE AGENT:**

**JPMORGAN CHASE BANK, N.A.**

By:   
Name: Jeffrey Coleman  
Title: Executive Director

[Signature page to Confirmatory Grant of Security Interest in Trademarks]


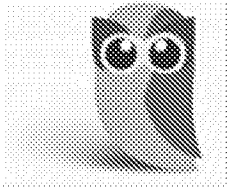
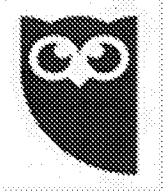
**TRADEMARK**  
**REEL: 007768 FRAME: 0262**

**SCHEDULE I**  
to  
**CONFIRMATORY GRANT**


**Trademarks**

**Hootsuite Inc.**


**Canadian Trademark Applications and Registrations:**

<b>Trademark</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
HOOTSUITE	1470031	2010-02-18	TMA78410	2010-12-03
	1577327	2012-05-11	TMA85997	2013-09-12
	1577328	2012-05-11	TMA85998	2013-09-12
	1679295	2014-05-30	TMA97760	2017-08-03
SUCCEED WITH SOCIAL	1880427	2018-01-30	TMA1,105,189	July 29, 2021

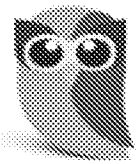

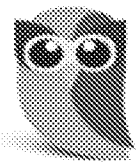





	2,103,997	30	2021-04-	Pending
				Pending

**United States Trademark Applications and Registrations:**

Trademark	App. No.	Date	App.	Reg. No.	Reg. Date
HOOTSUITE AMPLIFY	87275461	12-20	2016-	5887940	2019-10-22
	86360303	08-07	2014-	4920460	2016- 03-22
HOOTSUITE	77940286	02-19	2010-	3956590	2011- 02-22
SUCCEED WITH SOCIAL	87960184	01-30	2018-	Pending	Pending


**Rest of World Trademark Applications and Registrations:**

Trademark	Country	Co	App. No.	Date	App.	Reg. No.	Date	Reg.
HOOTSUITE		UK	5462 UK0000302	10-09	2013-	25462 UK000030	03-07	2014-
		UK	5591 UK0000302	10-09	2013-	25591 UK000030	03-07	2014-
		UK	6260 UK0000363	05-04	2021-	Pending		Pending
HOOTSUITE		EU	12517033	01-20	2014-	12517033	08-14	2014-
		EU	12517116	01-20	2014-	12517116	07-15	2014-
		EU	12923157	05-30	2014-	12923157	10-03	2014-
SEESMIC		EU	6388896	10-24	2007-	6388896	07-01	2009-

HOOTSUITE AMPLIFY	EU	16304123	2017- 01-31	16304123	2017- 07-27
	EU	17950522	2018- 09-05	17950522	2019- 01-09
	EU	18465403	2021- 05-04	18465403	2021- 09-09
HOOTSUITE	Australia	1723208	2015- 09-22	Pending	Pending
HOOTSUITE	Brazil	910040460	2015- 09-24	910039577	2017- 05-12
HOOTSUITE	Brazil	910039577	2015- 09-24	910040460	2017- 05-12
HOOTSUITE	Chile	1171014	2015- 09-21	Pending	Pending
HOOTSUITE	Colombia	15.224.082	2015- 09-22	537490	2016- 10-24
HOOTSUITE	Colombia	15.224.161	2015- 09-22	537485	2016- 10-24
HOOTSUITE	Indonesia	D00.2015.0 50881	2015- 11-11	IDM00058 8291	2015- 11-11
HOOTSUITE	Indonesia	J00.2015.05 0876	2015- 11-11	IDM00066 3147	2015- 11-11
HOOTSUITE	Malaysia	2015065809	2015- 09-23	2,015,065,8 11	2018- 04-26
HOOTSUITE	Malaysia	2015065811	2015- 09-23	2,015,065,8 11	2018- 04-26

HOOTSUITE	Mexico	1662648	2015-09-29	Pending	Pending
HOOTSUITE	Mexico	1662646	2015-09-29	Pending	Pending
HOOTSUITE	Peru	637777	2015-10-20	Pending	Pending
HOOTSUITE	Singapore	40201516640Y	2015-09-23	40201516640Y	2016-02-12

**Heyday Technologies Inc.**

Trade mark	App. No.	App. Date	Reg. No.	Reg. Date
HEYDAY	2,051,716		Pending	Pending
	2,051,717		Pending	Pending
HEYDAY	90/454,987	January 8, 2021	Pending	Pending
	90/455,003	January 8, 2021	Pending	Pending
HEYDAY	018375077	January 13, 2021	018375077	05/22/2021
HEYDAY	UK00003578215	January 12, 2021	UK00003578215	05/14/2021
HEYDAY	UK0000357820	January 12, 2021	UK00003578204	05/14/2021