

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM813130

<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>
SKILLFUL PLATFORM INC.		05/16/2023	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Comerica Bank		
<b>Street Address:</b>	200 Bay Street, Suite 2210, South Tower, Royal Bank Plaza, PO Box 61		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 2J2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97546789	THE COMMONS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4163074042		
<b>Email:</b>	peter.giddens@mcmillan.ca		
<b>Correspondent Name:</b>	McMillan LLP		
<b>Address Line 1:</b>	Brookfield Place, 181 Bay Street		
<b>Address Line 2:</b>	Suite 4400		
<b>Address Line 4:</b>	Toronto, CANADA M5J 2T3		
<b>NAME OF SUBMITTER:</b>	Peter Giddens		
<b>SIGNATURE:</b>	/PG/		
<b>DATE SIGNED:</b>	05/25/2023		
<b>Total Attachments: 6</b>			
source=EXECUTED - Omnibus Intellectual Property Security Agreement (Skillful).DOCX#page1.tif			
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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**  
**(Guarantors)**

This Intellectual Property Security Agreement is made the 16<sup>th</sup> day of May, 2023, among **SKILLFUL PLATFORM INC.** and the other grantors party hereto (together with each of their successors and permitted assigns, collectively, "**Grantors**", and each a "**Grantor**"), and **COMERICA BANK** ("**Bank**").

RECITALS

**A.** Bank has or will enter into certain financial accommodations with **DISCO INC.**, a corporation organized under laws of Ontario ("**Borrower**") pursuant to a Loan Agreement made as of the date hereof between Bank and Borrower (as amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "**Loan Agreement**").

**B.** Bank has required Grantors to provide to Bank, among other documents, (i) a certain Security Agreement dated as of the date hereof among Grantors and Bank (as amended, varied, supplemented, restated, renewed, replaced or otherwise modified from time to time, the "**Security Agreement**"), and (ii) this Agreement, in each case, to secure the Secured Obligations (as defined in the Security Agreement). All terms used without definition in this Agreement shall have the meaning assigned to them in the Security Agreement.

**C.** Grantors are financially interested in the affairs of Borrower, and deem it advisable, desirable and in their best interest to enter into this 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 and performance when due of the Secured Obligations now existing or hereafter arising, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the prompt and complete payment and performance when due of the Secured Obligations now existing or hereafter arising, each Grantor grants and pledges to Bank a security interest in all of such 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.

The security interest(s) granted hereunder are in conjunction with the security interest(s) granted to Bank under the Security Agreement. The rights and remedies of Bank with respect to the security interest(s) granted hereby are in addition to those set forth in 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 Security Agreement or any of the other Loan Documents, 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 Security Agreement or any of the other Loan 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.

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

This 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 Agreement. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or by e-mail in pdf format shall, in each case, be effective as delivery of a manually executed counterpart of this Agreement.

The parties agree that this Agreement may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (a) to be "written" or "in writing," and (b) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

**[Remainder of Page Intentionally Left Blank]**

COPY VIEW

IN WITNESS WHEREOF this Agreement has been executed as of the date first written above.

Grantors acknowledge and agree that Grantors' electronic signature below indicates Grantors' agreement to, and intention to be legally bound by, all of the terms and conditions of this Agreement.

**SKILLFUL PLATFORM INC.**

By: DocuSigned by:  
*Candice Faktor*  
E9D03D9E544C427...

Name: Candice Faktor  
Title: President

**COMERICA BANK**

By: DocuSigned by:  
*Kamal Bal*  
91179AB59CAD445...

Name: Kamal Bal  
Title: Senior Vice President

COPY  
VIEW

EXHIBIT A

**Copyrights**

Nil.

COPY VIEW

EXHIBIT B

Patents

Nil.

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**EXHIBIT C**

**Trademarks**

Skillful Platform Inc.

Mark Name	Jurisdiction	Description
"THE COMMONS"	Canada	Application No. 2198375.
"THE COMMONS"	US	Application No. 97546789

COPY VIEW