

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM826113

<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>
Calian Ltd.		07/21/2023	Limited Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Royal Bank of Canada, as Agent		
<b>Street Address:</b>	200 Bay St.		
<b>Internal Address:</b>	4th Floor-North Tower, Royal Bank Plaza		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 2W7		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97178712	CALIAN	
<b>Serial Number:</b>	97272583	NEXI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2024083141		
<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>	2024083141		
<b>Email:</b>	jean.paterson@cscglobal.com		
<b>Correspondent Name:</b>	CSC		
<b>Address Line 1:</b>	1090 Vermont Avenue, NW		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>NAME OF SUBMITTER:</b>	Jean Paterson		
<b>SIGNATURE:</b>	/jep/		
<b>DATE SIGNED:</b>	07/21/2023		
<b>Total Attachments: 3</b>			
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source=7-21-2023 Calian-TM#page2.tif			
source=7-21-2023 Calian-TM#page3.tif			

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## ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS

July 21, 2023

This Acknowledgment of Security Interest in Trademarks is being made as of the date first written above by CALIAN LTD., a Canadian federal company (the "Grantor").

WHEREAS, the Grantor has adopted, used and is using, and holds all or shared right, title and interest in and to, the trademark registrations and applications listed on the attached Schedule 1, which trademark registrations and applications are issued or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor is party to that certain Second Amended and Restated Credit Agreement, dated as of even date herewith, and as may be amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement" together with certain other loan parties from time to time party thereto, and Royal Bank of Canada, as Agent for certain Lender Parties ("Agent");

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into security agreements, including the Security Agreement entered into by Calian Ltd., dated as of January 6, 2021 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Security Agreement") in favor of the Agent; and

WHEREAS, pursuant to the Credit Agreement, the Security Agreement and other security agreements delivered in connection with the Credit Agreement, the Grantor has granted to Agent for the benefit of the Lender Parties (as defined in the Credit Agreement) a continuing security interest in all of their right, title and interest in, to and under the Trademarks, together with, among other things, the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor and Agent, the Grantor does hereby grant to Agent for the benefit of the Lender Parties a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the Collateral are more fully set forth in the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Acknowledgement shall be deemed to be a contract under the laws of the State of New York and for all purposes shall be governed by, and construed in accordance with, the laws of said State excluding its rules relating to conflicts of law. Each Grantor irrevocably attorns to and submits to the non-exclusive jurisdiction of the courts of the State of New York with respect to any matter arising hereunder or related hereto. Such choice of law shall, however, be without prejudice to or limitation of any other rights available to the Lender Parties under the laws of any other jurisdiction where Collateral may be located.

*[Remainder of Page Intentionally Left Blank; Signature Page Follows]*

[SIGNATURE PAGE TO ACKNOWLEDGMENT OF SECURITY INTEREST IN  
TRADEMARKS]

IN WITNESS WHEREOF, the Grantor has caused this Acknowledgment to be duly  
executed by their officers thereunto duly authorized as of the date first written above.

GRANTOR:

CALIAN LTD.

By: 

Name: Patrick Houston

Title: Chief Financial Officer and Secretary

**SCHEDULE 1 TO**  
**ACKNOWLEDGMENT OF SECURITY INTEREST IN TRADEMARKS**

Trademark Registrations

None.

Trademark Applications

<b>Owner</b>	<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>
Calian Ltd.	CALIAN	97178712	12/21/2017
Calian Ltd.	NEXI	97272583	02/17/2022