

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326169

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alberta Treasury Branches		10/10/2014	Crown corporation: CANADA

RECEIVING PARTY DATA

Name:	Edatanetworks Inc.
Street Address:	#101, 1259 - 91 Street SW
Internal Address:	The Steppes - West Building
City:	Edmonton, Alberta
State/Country:	CANADA
Postal Code:	T6X 1E9
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3599701	ACM
Serial Number:	77536060	
Serial Number:	77536082	NETWORK OF GIVING
Serial Number:	77536092	NETWORK OF GIVING
Serial Number:	77788205	CLICK2SALE
Serial Number:	77788300	CLICK2SALE
Serial Number:	77536106	
Serial Number:	77536133	PURE
Serial Number:	77536120	PURE
Serial Number:	77886011	AUTOMATED MARKETING MANAGER
Serial Number:	77886014	AMM AUTOMATED MARKETING MANAGER
Serial Number:	77886008	SURVIEW

CORRESPONDENCE DATA

Fax Number: 3128767934

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.

Phone: 312-876-2837

Email: trademarks.us@dentons.com

Correspondent Name: Dentons US LLP

TRADEMARK

Address Line 1: P.O. Box #061080
Address Line 2: Wacker Drive Station, Willis Tower
Address Line 4: Chicago, ILLINOIS 60606-1080

ATTORNEY DOCKET NUMBER: 20004479-0002

DOMESTIC REPRESENTATIVE

Name: Dentons US LLP
Address Line 1: P.O. Box #061080
Address Line 2: Wacker Drive Station, Willis Tower
Address Line 4: Chicago, ILLINOIS 60606-1080

NAME OF SUBMITTER: Tara Reedy Sliva

SIGNATURE: /tara reedy sliva/

DATE SIGNED: 12/15/2014

Total Attachments: 5

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TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (Agreement) dated as of October 10, 2014, from Alberta Treasury Branches (ATB) in favour of Next Generation Loyalty Inc., eDatenetworks Inc., Next Generation Loyalty USA Inc. and eDatenetworks USA Inc. (collectively, the **Grantors**).

WITNESSETH

WHEREAS, in connection with the NGL Solution Subscription Agreement between ATB and NGL dated March 8, 2013, the Grantors executed and delivered an intellectual property security agreement in favour of ATB, dated as of March 8, 2013 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the **Security Agreement**) to secure the Obligations (as that term is defined in the Security Agreement) ;

AND WHEREAS pursuant to the Security Agreement, NGL (i) mortgaged and charged in favour of ATB by way of a fixed mortgage and charge; (ii) pledged to ATB; and (iii) granted to ATB a security interest, in all of NGL's Collateral (as hereinafter defined) (items (i) through (iii) being hereinafter referred to as the **Security Interest**), including, without limitation, the trademarks listed on Schedule A (the **Trademarks**) and the patents listed on Schedule B (the **Patents**);

AND WHEREAS the Security Agreement was recorded with the USPTO, CIPO (each an **IP Filing Office**) in respect of the Patents and Trademarks, as applicable;

AND WHEREAS ATB registered the Security Agreement under the *Personal Property Security Act* (Alberta) and the *Uniform Commercial Code* against the Grantors, the particulars of those registrations being set out in Schedule C (the **Registrations**); and

AND WHEREAS the Grantors have requested ATB to release the Security Interest granted under the Security Agreement, and ATB has agreed to execute and deliver this Agreement for purposes of recording with the applicable IP Filing Office and discharging the Registrations;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, ATB hereby states as follows:

- 1 Definitions. The term "Collateral", as used herein, shall have the meaning set forth in the Security Agreement, and shall include the Trademarks and Patents.
- 2 Security Interest. ATB hereby acknowledges that the Security Interest is the only security interest (as such term is defined in the *Personal Property Security Act* (Alberta)) granted by the Grantors in favour of ATB. ATB further acknowledges that the Security Interest has not been assigned and that no other registrations have been made with respect to the Security Interest other than the Registrations set out in Schedule C.
- 3 Release of Security Interest. ATB hereby acknowledges that all of its security interest in the Collateral have been, as of the date hereof, automatically and unconditionally released and discharged.
- 4 Recordation. ATB hereby authorizes its representatives, the Grantors or the Grantors' authorized representative to (i) record this Agreement with the applicable IP Filing Office, (ii) discharge and/or terminate the Registrations, and/or (iii) otherwise record or file this Agreement in any applicable governmental office or agency.

- 5 Further Assurances. ATB hereby agrees to execute, acknowledge and deliver all such further releases, termination statements, documents, agreements, certificates and instruments as may be reasonably requested by the Grantors, or their successors or assigns, to evidence the guaranty and collateral releases contemplated hereby.

- 6 Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ALBERTA AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.

ALBERTA TREASURY BRANCHES

Per: _____
Name: Aaron Friedenthal
Title: Senior Counsel

NEXT GENERATION LOYALTY INC.

Per: _____
Name:
Title:

EDATANETWORKS INC.

Per: _____
Name:
Title:

NEXT GENERATION LOYALTY USA INC.

Per: _____
Name:
Title:

EDATANETWORKS USA INC.

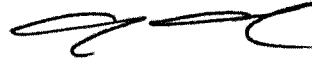
Per: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned has executed this Agreement by its duly authorized officer as of the date first above written.


ALBERTA TREASURY BRANCHES

Per: _____
Name:
Title:


NEXT GENERATION LOYALTY INC.

Per: 
Name: TERRY TIETZEN
Title: CEO

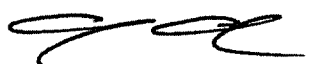
EDATANETWORKS INC.

Per: 
Name: TERRY TIETZEN
Title: CEO

NEXT GENERATION LOYALTY USA INC.

Per: 
Name: TERRY TIETZEN
Title: CEO

EDATANETWORKS USA INC.

Per: 
Name: TERRY TIETZEN
Title: CEO

SCHEDULE A

Trademarks

Trademark owned and filed by edatanetworks Inc.	Mark Type	Country	Filing Date	Registration Date
	Design	Canada	Mar. 2, 2007	March 29, 2010
		US	Dec 21, 2007	March 31, 2009
	Design	Canada	July 31, 2008	Feb 14, 2013
		US	July 31, 2008	
Network of Giving	Word mark	Canada	July 31, 2008	Feb 14, 2013
		US	July 31, 2008	
	Design	Canada	July 31, 2008	Feb 15, 2013
		US	July 31, 2008	
Click2Sale	Word mark	Canada	Feb 27, 2009	
		US	July 23, 2009	
	Design	Canada	Feb 27, 2009	Feb 14, 2013
		US	July 23, 2009	
	Design	Canada	July 31, 2008	Feb 15, 2013
		US	July 31, 2008	
Pure	Work mark	US	July 31, 2008	
		US	July 31, 2008	
	Design	Canada	July 31, 2008	
		US	July 31, 2008	
Automated Marketing Manager	Word mark	Canada	Nov 9, 2009	Feb 18, 2013
		US	Apr 12, 2009	
	Design	Canada	Nov 9, 2009	Feb 18, 2013
		US	Apr 12, 2009	
Survivew	Word mark	Canada	Nov 9, 2009	Dec 18, 2012
		US	Apr 12, 2009	