

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349960

| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| CANADIAN IMPERIAL BANK OF COMMERCE | | 07/31/2015 | BANK: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | GREAT LAKES COPPER, INC. | | |
| Street Address: | 1010 Clarke Road | | |
| City: | London, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | N5V 3B2 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2257474 | GAS-TEC | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2127288111 | | |
| <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: | 212 728 8000 | | |
| Email: | ipdept@willkie.com | | |
| Correspondent Name: | Kim Walker c/o Willkie Farr & Gallagher | | |
| Address Line 1: | 787 Seventh Avenue | | |
| Address Line 4: | New York, NEW YORK 10019 | | |
| ATTORNEY DOCKET NUMBER: | 060712.10106 KAW | | |
| NAME OF SUBMITTER: | Kim A. Walker | | |
| SIGNATURE: | /kaw-907/ | | |
| DATE SIGNED: | 07/31/2015 | | |
| Total Attachments: 4 | | | |
| source=USPTO Release of Trademarks#page1.tif | | | |
| source=USPTO Release of Trademarks#page2.tif | | | |
| source=USPTO Release of Trademarks#page3.tif | | | |
| source=USPTO Release of Trademarks#page4.tif | | | |

CH \$40.00 2257474

**RELEASE OF SECURITY AGREEMENT IN
TRADEMARKS**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (the "Release"), is granted and conveyed as of this 31st day of July, 2015, by CANADIAN IMPERIAL BANK OF COMMERCE, as successor agent to CIT Business Credit Canada Inc. (the "Agent"), in favor of GREAT LAKES COPPER, INC., a Canada corporation (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 8, 2008, by and between CIT Business Credit Canada Inc. and Obligor, among others (as amended August 31, 2008 and further amended October 31, 2008, the "Credit Agreement"), the Obligor granted to the Agent a security interest in certain collateral, including the Trademark Collateral (as hereinafter defined);

WHEREAS, in connection with the Credit Agreement, the Obligor executed that certain Intellectual Property Security Agreement, dated as of October 31, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), under which the Obligor mortgaged, pledged and granted to the Agent a lien on, and security interest in and to, all of the Obligor's right, title and interest in, to and under certain intellectual property collateral, including the Trademark Collateral (together with the security interests granted pursuant to the Security Agreement, the "Security Interests"), for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities;

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on September 8, 2011 at Reel 4618/Frame 0698, and the assignment and appointment of Agent were recorded in the United States Patent and Trademark Office on February 28, 2012 at Reel 4725/Frame 0282 and Reel 4725/0300, respectively;

WHEREAS, the Obligor has requested that the Agent: (a) terminate and release all liens and interests of the Agent in the Trademark Collateral and (b) execute and deliver evidence of such termination and release for filing in the United States Patent and Trademark Office; and

WHEREAS, the Obligor has satisfied and fulfilled all of its obligations to release the Agent's Security Interests in the Trademark Collateral, and the parties seek to make record of the Agent's release to the Obligor of any and all of its Security Interests in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement. The term "Trademark Collateral," as used herein, shall mean (a) all of the Obligor's right, title and interest in and to the trademarks, trademark registrations, and trademark applications listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such

trademark, trademark registration and trademark application; and (b) all proceeds of the foregoing, including without limitation any claim against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages.

2. Release of Security Interests. The Agent hereby terminates, discharges and releases to the Obligor the Security Interests in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver, at the sole expense of the Obligor or its successors and assigns, any further documents and to do such other acts as may be reasonably necessary to effect the termination, release, discharge or reassignment to the Obligor of the Security Interests contemplated hereby.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

[signature page follows]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By: 
Name: _____
Title: **Geoff Golding**
Authorized Signatory

CANADIAN IMPERIAL BANK OF
COMMERCE, as Agent

By: 
Name: _____
Title: **Nicole Shinya**
Authorized Signatory

SCHEDULE A

TRADEMARKS

| Jurisdiction | Registration Number | Mark | Owner |
|---------------------|----------------------------|-------------|--------------------------|
| U.S. | 2,257,474 | GAS-TEC | GREAT LAKES COPPER, INC. |