

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM386020

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMERICA BANK		03/30/2016	A TEXAS BANKING ASSOCIATION AND AUTHORIZED FOREIGN BANK UNDER THE BANK ACT (CANADA): TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NAKINA SYSTEMS INC.		
<b>Street Address:</b>	80 HINES ROAD, SUITE 200		
<b>City:</b>	KANATA, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	K2K 2T8		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3676479	NAKINA	
<b>Registration Number:</b>	4305717	NI CONTROLLER	
<b>Registration Number:</b>	4305718	NI FRAMEWORK	
<b>Registration Number:</b>	4305719	NI GUARDIAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037399889		
<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>	703-739-9888		
<b>Email:</b>	dowell@dowellpc.com		
<b>Correspondent Name:</b>	Dowell & Dowell, P.C.		
<b>Address Line 1:</b>	103 Oronoco St		
<b>Address Line 2:</b>	Suite 220		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	Jeremy W. Miller		
<b>SIGNATURE:</b>	/Jeremy W. Miller/		
<b>DATE SIGNED:</b>	05/31/2016		

OP \$115.00 3676479

**Total Attachments: 4**

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March 30, 2016

**TO: Nakina Systems Inc. ("Borrower")**  
**RE: Loan Agreement made as of May 16, 2014 between Comerica Bank (the "Lender") and Borrower (as amended, restated, amended and restated, supplemented or otherwise modified, the "Comerica Loan Agreement")**

Dear Sirs and Mesdames:

Reference is made to the Comerica Loan Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to them in the Comerica Loan Agreement.

Lender has been advised that all outstanding indebtedness and liability of Borrower to Lender under or pursuant to the Comerica Loan Agreement and the other Loan Documents are to be paid out in full. Lender confirms that, as of March 30, 2016 (the "**Contemplated Payoff Date**"), the outstanding principal balance, interest and other sums due to Lender (collectively, the "**Outstanding Obligations**") pursuant to the Comerica Loan Agreement and the other Loan Documents (collectively, the "**Credit Documents**") are as follows<sup>1</sup>:

Aggregate US\$ outstanding principal balance under the Loan Agreement as of the Contemplated Payoff Date:	US\$0
Other amounts: accrued unpaid legal costs as of the Contemplated Payoff Date (including taxes and disbursements)	US\$2,825.00
<b>US Dollar TOTAL:</b>	<b>US\$2,825.00</b>

The Outstanding Obligations due to Lender from or on behalf of Borrower on the Contemplated Payoff Date as reflected above, being the sum of **US\$2,825.00** plus additional per diem amounts of **US\$0** (the "**Per Diem Amounts**") for each additional day in the event that the payout does not occur by 2:00 pm EST on the Contemplated Payoff Date is hereinafter referred to as collectively, the "**Payoff Amount**". For greater certainty, the Per Diem Amounts shall be added to the Payoff Amount at 2:00 pm EST each day commencing on the day following the Contemplated Payoff Date.

Effective upon receipt by Lender of (i) immediately available funds, by wire transfer or transfers in accordance with the instructions set forth below, in an amount equal to the Payoff Amount (including any Per Diem Amounts), (ii) **US\$331,000** (the "**L/C Cash Collateral**") to be held by Lender for purposes of reimbursement of all charges incurred under, and satisfying the other Obligations relating to, irrevocable standby letter of credit number OSB4727N issued

<sup>1</sup> Excluding any Obligations arising as a result of the Continuing L/C (as defined and described in this letter).



by Lender for the benefit of Borrower in favour of Fianzas Guardiania Inbursa S.A. (the "Continuing L/C"), and (iii) a fully executed counterpart of this payout agreement signed by the Borrower (the time at which all of the conditions in the foregoing clauses (i), (ii) and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), without further action of the Borrower, Lender or any other person (subject to the paragraphs below with respect to the Continuing L/C):

- (a) Lender hereby acknowledges and agrees that Borrower has repaid in full all of the Outstanding Obligations of Borrower to Lender under the Comerica Loan Agreement and the other Loan Documents;
- (b) the Comerica Loan Agreement and the other Loan Documents are hereby cancelled, terminated and of no further force or effect except for any provisions of the Loan Documents that survive termination of the Loan Documents (other than documentation relating to the Continuing L/C);
- (c) Lender releases and forever discharges in full (without any further action by any person) Borrower and Nakina Systems USA Inc. (collectively, the "Nakina Entities") from any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted any such Nakina Entity to Lender with respect to any indebtedness or liability of such Nakina Entity to Lender pursuant to the Comerica Loan Agreement or the other Loan Documents;
- (d) Lender specifically releases any interest it may have under any insurance policy assigned to it in connection with the Comerica Loan Agreement or the other Loan Documents; and
- (e) Borrower hereby unconditionally and irrevocably fully and forever releases and discharges Lender, each of its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, successors and assigns from any and all known and unknown obligations, claims, demands, causes of action, actions, damages, judgments, costs, expenses, losses and liabilities, whether they exist at the present time or arise in the future of any nature and kind whatsoever, which are in any way relating to or arising from the Comerica Loan Agreement or the other Loan Documents.

Nothing in this payout letter shall affect any present or future rights of Lender (or any of its affiliates) under or in connection with any warrant issued by Borrower to Lender (or any of its affiliates).

Borrower hereby (i) pledges and grants to Lender a present and continuing security interest in the L/C Cash Collateral as security for all the Obligations related to the Continuing L/C, and (ii) agrees that Lender may apply the L/C Cash Collateral to all such Obligations.

Upon the Payoff Effective Time, Lender irrevocably and unconditionally authorizes and directs Borrower and its counsel, to register financing change statements and



termination statements to discharge the registrations (including any filing in favour at CIPO and USPTO) made in connection with the Comerica Loan Agreement and Loan Documents. Lender further agrees to execute and deliver to Borrower such other termination statements, releases, discharges or other agreements, in form and substance satisfactory to Lender and at the sole expense of Borrower, as Borrower may reasonably request, in order to give effect to the intent of this letter.

Wiring instructions for the Payoff Amount are as follows:

Royal Bank of Canada  
180 Wellington Street West  
Toronto, Ontario M5J 1J1

Bank Number: 003  
SWIFT Code: ROYCCAT2  
Transit No. 07172  
Account No.: US\$-407-666-7

Beneficiary: Comerica Bank Canada Branch  
Beneficiary Address: Suite 2210, South Tower  
Royal Bank Plaza  
200 Bay Street  
Toronto, Ontario M5J 2J2

Reference: **NAKINA SYSTEMS INC.**

The provisions hereof shall enure to the benefit of the respective successors and assigns of the above addressees and shall be binding upon the successors and assigns of Lender.

This letter shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein.

This letter may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and such counterparts may be delivered by the parties electronically.

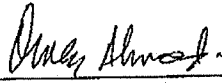
Delivery of this letter by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]**




Very truly yours,

**COMERICA BANK**

By:   
Name: OMER AHMED  
Title: VP

Accepted and Agreed:

**NAKINA SYSTEMS INC.**

By:   
Name: R. S. B. V. R.  
Title: CFU