

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM417326

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		02/21/2017	Chartered Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	Infobright Inc.		
Street Address:	67 Yonge Street, Suite 903		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5E 1J8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3694788	INFOBRIGHT	
Registration Number:	4471942	INFOPLIANCE	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4168657152		
Email:	sharon.groom@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	181 Bay Street, Suite 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Sharon Groom		
SIGNATURE:	/SEG/		
DATE SIGNED:	02/24/2017		
Total Attachments: 14			
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February 21, 2017

TO: INFOBRIGHT INC. ("Borrower")

RE: Loan Agreement made as of August 16, 2013 between Comerica Bank ("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 (other than the Continuing Credit Cards (as defined and described in this letter)). The Lender confirms that, as of February 21, 2017 (the "**Contemplated Payoff Date**"), the outstanding principal balance, interest and other sums due to Lender pursuant to the Comerica Loan Agreement and the other Loan Documents (collectively, the "**Credit Documents**") are as follows (collectively, the "**Outstanding Obligations**")¹:

Aggregate C\$ outstanding principal balance of the Revolving Facility and Term Facility as of the Contemplated Payoff Date:	C\$0
Accrued and unpaid C\$ interest under the Revolving Facility and Term Facility as of the Contemplated Payoff Date:	C\$0
Other amounts: accrued unpaid legal costs as of the Contemplated Payoff Date (including taxes and disbursements)	C\$4,774.25
Canadian Dollar TOTAL:	C\$4,774.25

The Outstanding Obligations due to Lender from or on behalf of Borrower on the Contemplated Payoff Date as reflected above, being the sum of **C\$4,774.25**, plus additional per diem amounts of **C\$0** (the "**Per Diem Amount**") for each additional day in the event that the payout does not occur by 2:00 pm on the Contemplated Payoff Date is hereinafter referred to as collectively, the "**Payoff Amount**". For greater certainty, the Per Diem Amount shall be added

¹ Excluding any Obligations arising as a result of the Continuing Credit Cards (as defined and described in this letter).

to the Payoff Amount at 2:00 pm 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 Amount), (ii) US\$40,000 (the "**Credit Card Cash Collateral**") to be held by Lender for purposes of reimbursement of all charges incurred under, and satisfying the other Obligations relating to, credit cards issued by Lender in favour of Borrower (the "**Continuing Credit Cards**"), (iii) a pledge and security agreement relating to the Credit Card Cash Collateral duly executed by Borrower in favour of Lender (the "**Cash Collateral Agreement**"), and (iv) 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), (iii) and (iv) 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 Credit Cards):

- (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 (other than Loan Documents relating to the Continuing Credit Cards including the Cash Collateral Agreement) are hereby cancelled, terminated and of no further force or effect except for any provisions of such Loan Documents that survive termination of the Loan Documents;
- (c) Lender releases and forever discharges in full (without any further action by any person) Borrower from any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted to Lender with respect to any indebtedness or liability of Borrower to Lender pursuant to the Comerica Loan Agreement or the other Loan Documents (other than any security interest or other rights that the Lender may have under or pursuant to the Cash Collateral Agreement);
- (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).

Upon the Payoff Effective Time, Lender agrees 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, including, without limitation, the registrations set out in Schedule A hereto, except for the Financing Statement (defined below) which registration shall be amended to: (i) remove all collateral classes other than "Accounts, Other"; and (ii) include the following as the General Collateral Description: "Cash Collateral maintained in Account No. 108556 and any proceeds thereof". Lender acknowledges and confirms that the financing statement registered under the *Personal Property Security Act* (Ontario) against Borrower as Reference File Number 689084379 (the "**Financing Statement**") perfects a security interest in favour of Lender in only the Credit Card Cash Collateral (including any account in which the Credit Card Cash Collateral is maintained) and any proceeds or replacements thereof and not in any other property of Borrower and that Lender will not rely on the Financing Statement to perfect any security interest now or hereafter acquired in any of the property or assets of Borrower other than the Credit Card Cash Collateral (including any account in which the Credit Card Cash Collateral is maintained) and any proceeds or replacements thereof. Borrower agrees to pay fees and expenses incurred by Lender in preparing and filing the financing change statements referenced above, which fees and expenses are included in the Outstanding Obligations. 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.: C\$-219-888-5
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: Infobright 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 the Ontario, and the laws of Canada applicable therein.


This letter may be executed in several counterparts, each of, 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: DAVE SAMRA
Title: VP

Accepted and Agreed:

INFOBRIGHT INC.

By: 
Name: Lawrence Butcher
Title: CFO

Schedule A

See attached: (i) filings under Uniform Commercial Code (District of Columbia); and (ii) filings at the Canadian Intellectual Property Office and USPTO.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) Corporation Service Company 1-866-484-2382
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscinfo.com
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 79130758 - 358060 - 8/22/2013 Corporation Service Company 801 Adlai Stevenson Drive Springfield, IL 62703 Filed In: District of Columbia (S.O.S.)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME INFOBRIGHT INC.			
OR	1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
1c. MAILING ADDRESS	47 COLBORNE STREET, SUITE 403	CITY TORONTO	STATE ON POSTAL CODE M5E 1P8 COUNTRY CAN

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME			
OR	2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
2c. MAILING ADDRESS		CITY	STATE POSTAL CODE COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME COMERICA BANK			
OR	3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S) SUFFIX
3c. MAILING ADDRESS	39200 SIX MILE RD., - MC 7578	CITY LIVONIA	STATE MI POSTAL CODE 48152 COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

5. Check only if applicable and check only one box: Collateral is held in a Trust (see UCC1Ad, item 17 and Instructions) being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
 Public-Finance Transaction Manufactured-Home Transaction A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
 Agricultural Lien Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): Lessee/Lessor Consignee/Consignor Seller/Buyer Bailee/Bailor Licensee/Licenser

8. OPTIONAL FILER REFERENCE DATA: :INFOBRIGHT INC. (DAS 1-7)

79130758

DEBTOR: INFOBRIGHT INC.

SECURED PARTY: COMERICA BANK

EXHIBIT A
COLLATERAL DESCRIPTION

1. Collateral shall mean:

- (a) All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held personal property, of whatever nature or kind (except the kinds set out below) and wheresoever situate, and all proceeds thereof and therefrom including:
 - (i) all present and future equipment, including, without limiting the generality of the foregoing, machinery, tools, fixtures, tenant improvement, furniture, chattels, motor vehicles and other tangible personal property that is not Inventory, and all parts, components, attachments, accessories, Accessions, replacements, substitutions, additions and improvements to any of the foregoing;
 - (ii) all present and future inventory, including, without limiting the generality of the foregoing, Goods acquired or held for sale or lease or furnished or to be furnished under contracts of rental or service, all raw materials, work in process, finished goods, returned goods, repossessed goods, and all packaging materials, supplies and containers relating to or used or consumed in connection with any of the foregoing;
 - (iii) all debts, accounts, claims, demands, monies and choses in action which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor and all books, records, documents, papers and electronically recorded data recording, evidencing or relating to the said debts, accounts, claims, demands, monies and choses in action or any part thereof;
 - (iv) all Documents of Title, Chattel Paper, Instruments, Securities and Money, and all other Goods of the Debtor that are not Equipment, Inventory or Accounts;
 - (v) all Contracts, contractual rights, goodwill and all other choses in action of the Debtor of every kind which now are, or which may at any time hereafter be, due or owing to or owned by the Debtor, and all other Intangibles of the Debtor which is not Accounts, Chattel Paper, Instruments, Documents of Title, Securities or Money;
 - (vi) all Intellectual Property;
 - (vii) all of the Debtor's right, title and interest in and to any Investment Property, including all Securities, Securities Accounts, and all Security Entitlements carried in any Securities Account; and
- (b) All the Debtor's right, title and interest in and to all its presently owned or held and after acquired or held real, immovable and leasehold property and all interests therein, and all easements, rights of way, privileges, benefits, licences, improvements and rights whether connected therewith or appurtenant thereto or separately owned or held, including all structures, plant and other fixtures.

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2. Notwithstanding the foregoing, Collateral shall not include:

(i) Any Contract, Account, User Licence, permit, licence, claim, demand, chose in action or other intangible which, as a matter of law or by its terms, is not assignable or may not be charged or otherwise encumbered by the Debtor without the consent, authorization, approval or waiver of a third party (all such Contracts, Accounts, User Licences, permits, licences, claims, demands, choses in action and other intangibles are collectively referred to herein as the "Restricted Assets") unless and until such consent, authorization, approval or waiver has been obtained.

(ii) Debtor's grant of security in Trade-marks (as defined in the *Trade-Marks Act* (Canada)) shall be limited to a grant by the Debtor of a security interest in all of the Debtor's right, title and interest in such Trade-Marks.

(iii) Consumer Goods of Debtor.

All terms used above shall have the meanings given to them in the General Security Agreement dated August 16, 2013 by and between Debtor and Secured Party.

Doc# 2013098815
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08/22/2013 16:16:19 PM
IDA WILLIAMS
RECORDER OF DEEDS
WASH DC RECORDER OF DEEDS

E-RECORD	\$	25.00
ESURCHARGE	\$	6.50
Total:	\$	31.50



**Office de la propriété
intellectuelle
du Canada**

Un organisme
d'Industrie Canada

50, rue Victoria
Place du Portage 1
Gatineau (Québec) K1A 0C9

**Canadian
Intellectual Property
Office**

An Agency of
Industry Canada

50 Victoria Street
Place du Portage 1
Gatineau, Quebec K1A 0C9

MCMILLAN LLP
BROOKFIELD PLACE, SUITE 4400
BAY WELLINGTON TOWER
181 BAY STREET
TORONTO
ONTARIO M5J 2T3

Date	29 août/Aug 2013
Votre référence - Your reference	220212
Numéro de dossier - File number	1610120

- La présente est pour vous informer que l'Accord de sûreté (Comerica Bank) a été déposé au dossier le 29 août/Aug 2013 pour la (les) marque(s) mentionnée(s).

This is to inform you that the Security Agreement (Comerica Bank) has been placed on file on 29 août/Aug 2013 in respect of the mentioned trade-mark(s).

Marque(s) de commerce / Trade-mark(s) :

APPL'/DEM. NO 1610120 INFOPLIANCE

Registraire des marques de commerce
Registrar of Trade-marks

Contact: Gabriele Henderson
Section des cessions et renouvellements/
Assignment and Renewal Section
819-953-1007

Canada

www.opic.ic.gc.ca
www.cipo.ic.gc.ca

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