# OP \$65.00 3629359

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM445828

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

#### **CONVEYING PARTY DATA**

| Name  | Formerly | Execution Date | Entity Type                             |
|---|----------|----------------|---|
| Wells Fargo Capital Finance<br>Corporation Canada, As Agent |          | 10/02/2017     | National Banking Association:<br>CANADA |

#### **RECEIVING PARTY DATA**

| Name:           | OnX Enterprise Solutions Ltd.         |  |
|-----------------|---------------------------------------|--|
| Street Address: | 165 Commerce Valley Drive West, S#300 |  |
| City:           | Thornhill, Ontario                    |  |
| State/Country:  | CANADA                                |  |
| Postal Code:    | L3T 7V8                               |  |
| Entity Type:    | Limited: CANADA                       |  |

#### **PROPERTY NUMBERS Total: 2**

| Property Type        | Number  | Word Mark         |
|----------------------|---------|-------------------|
| Registration Number: | 3629359 | OBSESSIVE SUPPORT |
| Registration Number: | 3582680 | ULTRAHOSTING      |

## **CORRESPONDENCE DATA**

**Fax Number:** 8004947512

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:** 202-370-4750

**Email:** ipteam@cogencyglobal.com

Correspondent Name: Melony Sot

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL INC. Address Line 4: Washington, D.C. 20005

| ATTORNEY DOCKET NUMBER: | F173057 WF     |
|-------------------------|----------------|
| NAME OF SUBMITTER:      | Rachel Klein   |
| SIGNATURE:              | /Rachel Klein/ |
| DATE SIGNED:            | 10/04/2017     |

**Total Attachments: 3** 

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#### RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT (this "Release") is made as of October 2, 2017, by WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, in its capacity as agent for the Canadian Lender Group and the Canadian Bank Product Providers (in such capacity, together with its successors and assigns, the "Agent") under the Security Agreement referred to below (the "Grantee") for the benefit of ONX ENTERPRISES SOLUTIONS LTD., a corporation amalgamated under the laws of the Province of Ontario (the "Grantor"). Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement (as defined below).

### $\underline{\mathbf{W}}$ I $\underline{\mathbf{T}}$ $\underline{\mathbf{N}}$ $\underline{\mathbf{E}}$ $\underline{\mathbf{S}}$ $\underline{\mathbf{E}}$ $\underline{\mathbf{T}}$ $\underline{\mathbf{H}}$ :

WHEREAS, the Grantor and the Grantee are parties to that certain Trademark Security Agreement dated as of September 3, 2013 (as amended, restated or otherwise modified through the date hereof, the "Security Agreement"), pursuant to which the Grantor has granted to the Grantee for its benefit and the benefit of various other financial institutions, a security interest in the Trademark Collateral, including the trademarks set forth on Schedule I hereto (the "Trademarks");

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 12, 2013 at Reel 5110 and Frame 0683; and

WHEREAS, Grantor has requested that the Grantee release, and the Grantee is willing to release its lien on and security interest in, and any other right, title, and interest it may have in, to and under the Trademark Collateral.

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

- 1. The Grantee does hereby terminate, release and discharge the entirety of any and all security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Security Agreement to the Trademark Collateral and any right, title or interest of the Grantee Party in such Trademark Collateral shall hereby terminate, cease and become void. The Grantee hereby assigns, transfers and conveys any and all right, title or interest of the Grantee in the Trademark Collateral to the Grantor.
- 2. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.
- 3. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of California.

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IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Agreement to be executed and delivered as of the date first written above.

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, As Agent

By:\_\_

Name:

Title: A

[SIGNATURE PAGE TO RELEASE OF TRADEMARK SECURITY AGREEMENT]

# SCHEDULE I

# TRADEMARK REGISTRATIONS/APPLICATIONS

| <u>Grantor</u>                   | Country | Mark                 | Application/<br>Registration No. | Application/<br>Reg. Date |
|----------------------------------|---------|----------------------|----------------------------------|---------------------------|
| OnX Enterprise Solutions<br>Ltd. | USA     | OBSESSIVE<br>SUPPORT | 3629359                          | June 2, 2009              |
| OnX Enterprise Solutions<br>Ltd. | USA     | ULTRAHOSTING         | 3582680                          | March 3, 2009             |

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**RECORDED: 10/04/2017**