

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468019

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>RESUBMIT DOCUMENT ID:</b>	103678944		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMERICA BANK		03/07/2014	BANK:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ECOBEE INC.		
<b>Street Address:</b>	200 UNIVERSITY AVENUE, SUITE 400		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 3E5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85182334	GREEN MADE EASY	
<b>Registration Number:</b>	3710918	ECOBEE	
<b>Registration Number:</b>	3795396	ECOBEE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4162163930		
<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>	416.216.4817		
<b>Email:</b>	LILIANA.CARPICO@NORTONROSEFULBRIGHT.COM		
<b>Correspondent Name:</b>	NORTON ROSE FULBRIGHT CANADA LLP		
<b>Address Line 1:</b>	ROYAL BANK PLAZA, SOUTH TOWER		
<b>Address Line 2:</b>	SUITE 3800, 200 BAY STREET, P. O. BOX 84		
<b>Address Line 4:</b>	TORONTO, CANADA M5J 2Z4		
<b>ATTORNEY DOCKET NUMBER:</b>	1000164485		
<b>NAME OF SUBMITTER:</b>	LILIANA CARPICO		
<b>SIGNATURE:</b>	/Liliana Carpico/		
<b>DATE SIGNED:</b>	04/02/2018		
<b>Total Attachments: 13</b>			

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02/26/2018



Form PTO-1594 (Rev. 6-12)  
OMB Collection 0651-0027 (exp. 04/30/2018)

DEPARTMENT OF COMMERCE  
Patent and Trademark Office

RECORDED

103678944

FEB 26 2018

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Comercia Bank

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Bank
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) 03/07/2014

- Assignment
- Security Agreement
- Other Release of Security Interest/Assign
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Ecobee Inc.

Street Address: 250 University Ave., Suite 400

City: Toronto

State: Ontario

Country: Canada Zip: M5H 3E5

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Canadian
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

85182334

B. Trademark Registration No.(s)

3710918, 3795396

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Norton Rose Fulbright Canada LLP

Internal Address: \_\_\_\_\_

Street Address: Royal Bank Plaza, South Tower  
Suite 3800, 200 Bay Street, P.O. Box 84

City: Toronto

State: Ontario Zip: M5J 2Z4

Phone Number: 416.216.4817

Docket Number: 1000164485

Email Address: liliana.carpico@nortonrosefulbright.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 120.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/27/2018 KNGUYEN1 00000015 85182334

Deposit Account Number \_\_\_\_\_

Authorized Use Name: 02/27/2018 KNGUYEN1 00000016 85182334

9. Signature:

Signature

Liliana Carpico

Name of Person Signing

02 FC:8522 Feb 8/18 50.00 OP

01 FC:8521 Date 40.00 OP

02 FC:8522 Total number of pages including cover sheet, attachments, and document: 85182334 00

02/27/2018 KNGUYEN1 00000015 85182334 00

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

40.00 OP

01 FC:8521

02 FC:8522

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REEL: 006304 FRAME: 0070

# NORTON ROSE FULBRIGHT

Barristers & Solicitors / Patent & Trade-mark Agents

February 8, 2018

## Sent By Courier

Mail Stop Assignment Recordation Branch,  
Director of the USPTO,  
P.O. Box 1450  
Alexandria, VA 22313-1450

Norton Rose Fulbright Canada LLP  
Royal Bank Plaza, South Tower, Suite 3800  
200 Bay Street, P.O. Box 84  
Toronto, Ontario M5J 2Z4 Canada

F: +1 416.216.3930  
nortonrosefulbright.com

Liliana Carpico  
+1 416.216.4817  
liliana.carpico@nortonrosefulbright.com

Your reference

Our reference  
1000164485

Dear Sir/Madam:

## Ecobee Inc. - Release of Security Interest in Intellectual Property

Pursuant to the enclosed Release of the Comerica Loan Agreement dated March 7, 2014, Comerica Bank, releases its security interest in the American Trademarks owned by Ecobee Inc. listed on Schedule "A" attached thereto.

We enclose the Recordation Form Cover Sheet for Trademarks together with a cheque in the amount of \$120.00 made to the order of the Director of the U.S. Patent and Trademark Office for the requisite filing fees.

Please attend to the aforementioned release and provide us with confirmation of same at your earliest convenience.

Should you have any questions with respect to the foregoing, please do not hesitate to contact the undersigned.

Yours very truly,

  
Liliana Carpico  
Law Clerk

LC/rr

CAN\_DMS: 11105478191

Norton Rose Fulbright Canada LLP is a limited liability partnership established in Canada.

Norton Rose Fulbright Canada LLP, Norton Rose Fulbright LLP, Norton Rose Fulbright Australia, Norton Rose Fulbright South Africa Inc and Norton Rose Fulbright US LLP are separate legal entities and all of them are members of Norton Rose Fulbright Verein, a Swiss Verein. Norton Rose Fulbright Verein helps coordinate the activities of the members but does not itself provide legal services to clients. Details of each entity, with certain regulatory information, are at nortonrosefulbright.com.

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February 8, 2018

 **NORTON ROSE FULBRIGHT**

**SCHEDULE "A"**

<b>Trademark</b>	<b>Serial/Registration Number</b>
ECOBEE	3710918
ECOBEE	3795396
GREEN MADE EASY	85182334

March 7, 2014

TO: THOMVEST SEED CAPITAL  
AND TO: ECOBEE INC. ("Borrower")  
AND TO: ECOBEE LTD. ("Guarantor", and together with Borrower, collectively, the "Loan Parties")  
RE: Loan Agreement made as of January 30, 2012 among Comerica Bank ("Lender") and the Loan Parties (as amended, 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, except for the Credit Card Obligations (as defined below), 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. The Lender confirms that, as of March 7, 2014 (the "Payoff Date"), the outstanding principal balance, interest and other sums due to Lender (excluding the Credit Card Obligations) (collectively, the "Obligations") pursuant to the Comerica Loan Agreement and the other Loan Documents (collectively, the "Credit Documents") are as follows, all in Canadian Dollars:

Aggregate outstanding principal balance as of Payoff Date: [REDACTED]  
Accrued and unpaid interest as of Payoff Date: [REDACTED]

Other amounts: accrued unpaid legal costs estimated as of Payoff Date (including taxes and disbursements) [REDACTED]

TOTALS: [REDACTED]

The outstanding principal balance, interest and other amounts due to Lender from or on behalf of Borrower (other than the Credit Card Obligations) as reflected above, being the sum of [REDACTED] is hereinafter referred to as the "Payoff Amount".

Effective upon receipt by Lender of (1) immediately available funds in an amount equal to the Payoff Amount on or before 2:00 pm on March 7, 2014 and (2) cash

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collateral in the amount of [REDACTED] (the "Cash Collateral") as security for the Credit Card Obligations:

- (a) Lender hereby acknowledges and agrees that Borrower has repaid in full all of the outstanding indebtedness and liability of Borrower to Lender under the Comerica Loan Agreement and the Loan Documents (except for the Credit Card Obligations which will deemed to be a standalone credit facility or credit accommodation);
- (b) Save and except for the security interest in the Cash Collateral granted pursuant to the Pledge and Security Agreement described in Part I of Schedule A" hereto (the "Pledge Agreement"), 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 and except for documents relating to the Credit Card Obligations as a standalone credit facility or credit accommodation;
- (c) Lender releases and forever discharges in full (without an further action by any person) Loan Parties 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 Loan Parties to Lender pursuant to the Loan Documents (except for any security interests or rights granted by Borrower to Lender in the Cash Collateral under the Pledge Agreement which shall continue in full force and effect);
- (d) Any guarantees granted to the Lender in connection with the Comerica Loan Agreement are specifically released;

Lender specifically releases any interest it may have under any insurance policy assigned to it in connection with the Comerica Loan Agreement;

- (e) Borrower and Guarantor hereby unconditionally and irrevocably fully and forever release and discharge Lender, each of its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, agents, representatives, 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 Loan Documents.

For purposes of the foregoing, the term "Credit Card Obligations" means the obligations of the Borrower to the Lender for credit cards issued by Lender to Borrower with a maximum credit limit of [REDACTED]

Following receipt of the Payoff Amount on or before 2:00 pm on March 7, 2014, Lender irrevocably and unconditionally authorizes and directs Borrower and its counsel, Norton Rose Fulbright Canada LLP, to register financing change statements and termination statements to discharge the registrations set out in Part II of Schedule "A" hereto. Lender acknowledges

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and confirms that the financing statement registered under the *Personal Property Security Act* (Ontario) against Borrower as File Number 673809417 and Registration Number 20111021 1407 1590 9783 (the "Financing Statement") perfects a security interest in favour of Lender in only the Cash Collateral 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 Cash Collateral and any proceeds or replacements thereof. In this regard, Lender covenants and agrees to file a financing change statement, amending the Financing Statement to reduce the collateral to the amounts maintained in Account # [REDACTED] with Comerica up to a maximum amount of US\$ [REDACTED]. Borrower agrees to pay fees and expenses incurred by Lender in preparing and filing the financing change statement referenced above. 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  
Main Branch  
Royal Bank Plaza  
200 Bay Street  
Toronto, Ontario, Canada  
M5J 2J7

Bank No. [REDACTED]  
Transit No. [REDACTED]  
Account No. [REDACTED]  
Swift Code: [REDACTED]  
Account Name: [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Please insert "Comerica/Ecobee - Matter # [REDACTED]" in the Payment Detail section.

Lender has not sold, transferred, assigned or encumbered or agreed to sell, transfer, assign or encumber any of its interest in the collateral described in the Loan Documents or any of the indebtedness owing by Borrower to Lender.

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.

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

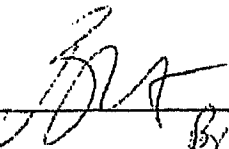
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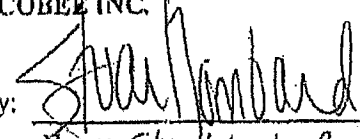
Very truly yours,

COMERICA BANK

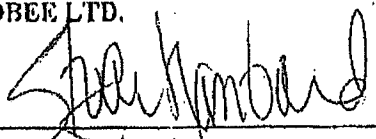
By:   
Name: Bryce Arkin  
Title: VC

Acknowledged and agreed:

ECOBEE INC.

By:   
Name: Stuart Lombard  
Title: President + CEO

ECOBEE LTD.


By:   
Name: Stuart Lombard  
Title: President + CEO

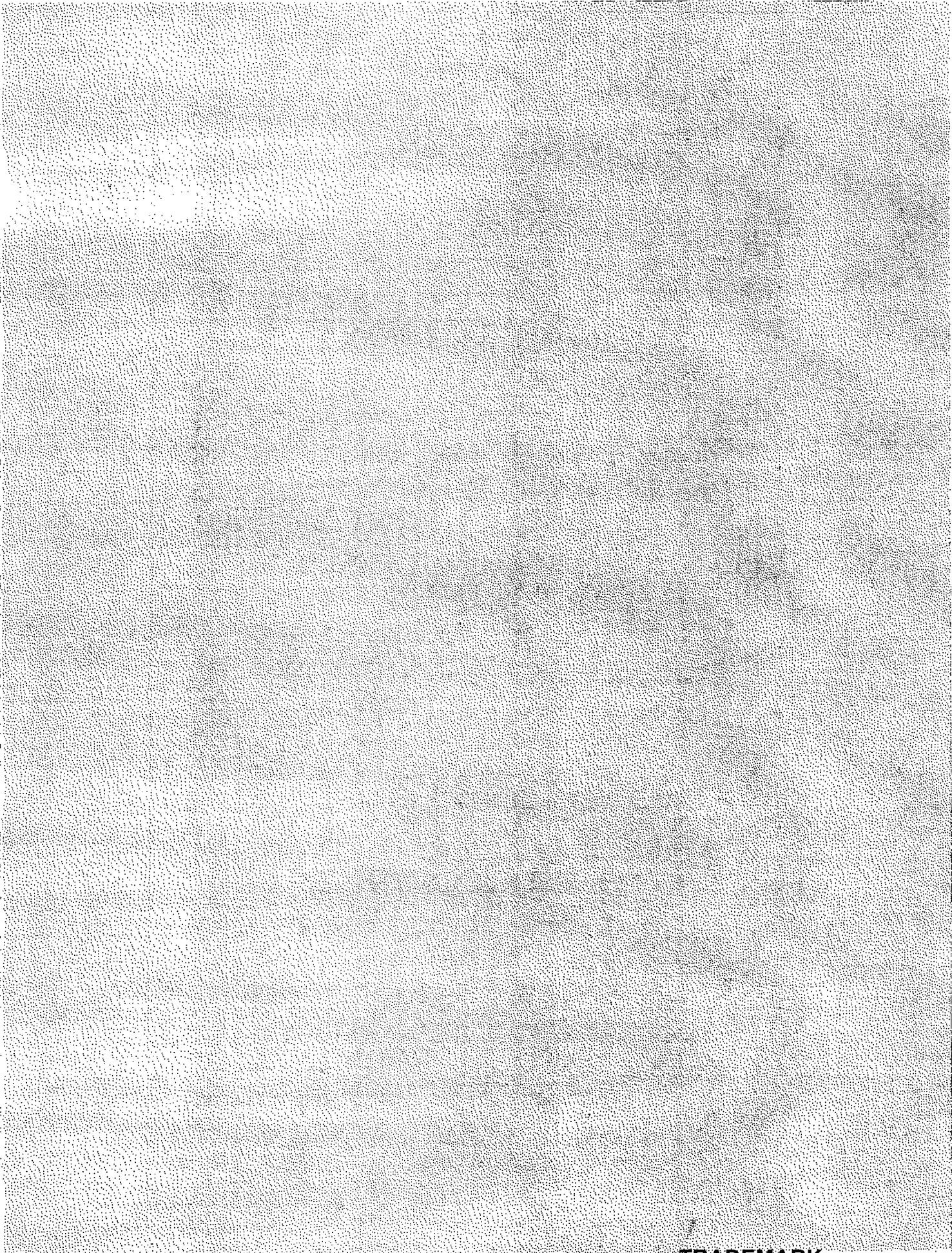
Schedule A

Part I

1. Pledge and Security Agreement dated March 7, 2014 executed by Ecobee Inc. in favour of Comerica Bank in respect of Credit Card Obligations.

Part II

1. Financing statement filed pursuant to the *Personal Property Security Act* (Ontario) against Ecobee Ltd. in favour of Comerica Bank as registration number 20111021 1407 190 9782 (reference file number 673809399).
2. Financing statement filed pursuant to the *Uniform Commercial Code* (District of Columbia) against Ecobee Inc. in favour of Comerica Bank as UCC File No. 2012013424-1.
3. Financing statement filed pursuant to the *Uniform Commercial Code* (State of Nevada) against Ecobee Ltd. in favour of Comerica Bank as UCC File No. 2012003342-4.
4. Intellectual Property Filings attached hereto. 



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RECORDED: 02/26/2018

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