

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		09/04/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Appzero Software Corp.		
Street Address:	1 Hines Road, Suite 105		
City:	Ottawa, Ontario		
State/Country:	CANADA		
Postal Code:	K2K 3C7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4152109	APPZERO	
CORRESPONDENCE DATA			
Fax Number:	4045274198		
<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:	314-259-5807		
Email:	benjamin.harbuck@dentons.com		
Correspondent Name:	Benjamin P. Harbuck		
Address Line 1:	211 N. Broadway, Suite 3000		
Address Line 4:	St. Louis, MISSOURI 63102		
ATTORNEY DOCKET NUMBER:	15007362-000010		
DOMESTIC REPRESENTATIVE			
Name:	Benjamin P. Harbuck		
Address Line 1:	211 N. Broadway, Suite 3000		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Benjamin P. Harbuck		
SIGNATURE:	/Benjamin P. Harbuck/		
DATE SIGNED:	09/26/2018		
Total Attachments: 8			

OP \$40.00 4152109

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Comerica Bank
Canada Branch

200 Bay St, Suite 2210
South Tower, Royal Bank Plaza
Toronto, Ontario M5J 2J2

Tel: (416) 367-3113
Fax: (416) 367-3325

July 25, 2018

VirtaMove Corp.
1 Hines Road, Suite 105
Ottawa, ON K2K 3C7

Dear Sirs:

Per your request as acknowledged by you below, Comerica Bank (the "Bank") hereby confirms that effective as of the date hereof (the "Effective Date") the following is the total aggregate outstanding amount (the "Payout Amount") of principal, accrued interest, fees and reimbursable expenses owing to the Bank, other than any amounts owing to the Bank in respect of the Credit Card Services (as defined below) by VirtaMove Corp. (formerly, Appzero Software Corp.) ("VirtaMove Canada") and the guarantor VirtaMove, Inc. (formerly, Appzero Software, Inc.) ("VirtaMove USA") arising pursuant to that certain loan agreement dated as of September 9, 2015 (as amended from time to time, the "Loan Agreement", and together with the following documents:

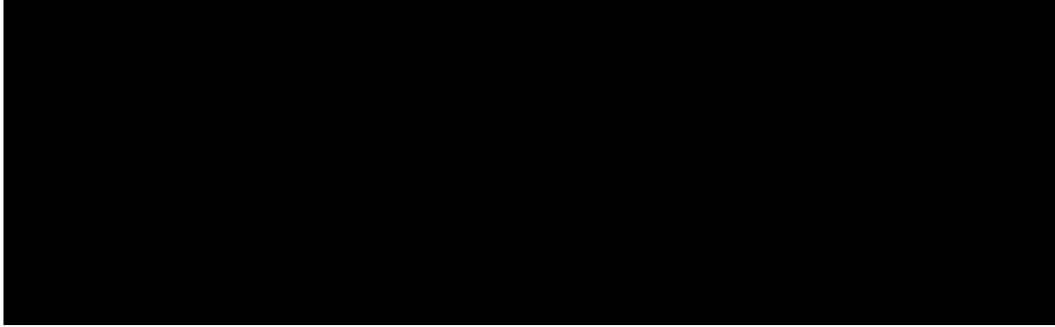
(a)

(b)

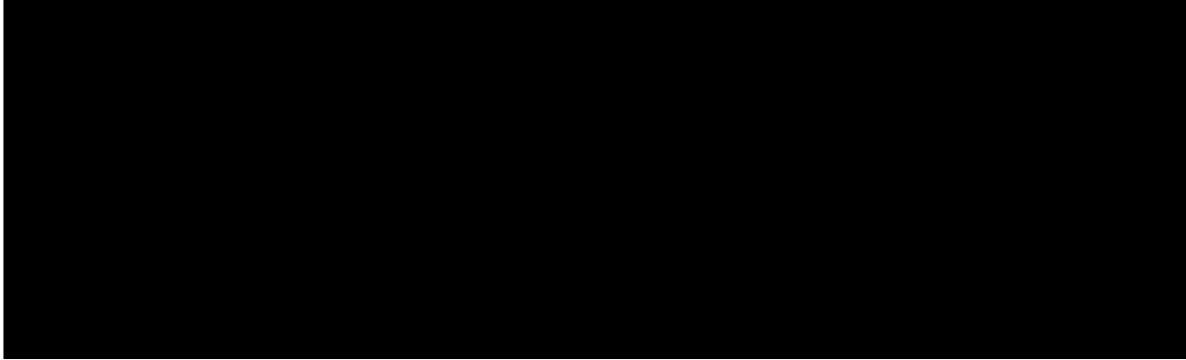
(c)

(d) the Intellectual Property Security Agreement granted by VirtaMove USA in favour of the Bank and registered at the US Patent and Trademark Office ("USPTO") on September 17, 2015 against the intellectual property described in Exhibits "A", "B" and "C" attached hereto and registered at the Canadian Intellectual Property Office ("CIPO") on September 28, 2015 against the intellectual property described in Exhibit "D" attached hereto;

and any related agreements or amendments thereof, the "Loan Documents");



The Payout Amount is as at the date hereof and is subject to change if any rate changes, advances or payments occur, including any further credit card obligations, between now and the date of actual payment.



Notwithstanding the foregoing and for greater certainty, the definition of Loan Documents does not include any warrants granted in favour of the Bank and all such warrants shall remain in effect.

All capitalized terms used herein without definition shall have the respective meanings assigned to such terms in the Loan Documents.

Upon the Bank's receipt of: (A) the Payout Amount, and (B) your written acknowledgment hereof,

- (i) all Indebtedness and Obligations of VirtaMove to the Bank under or in respect of the Loan Agreement and the other Loan Documents shall be deemed to be and shall be paid and discharged in full, other than the indemnification obligations that survive under the terms of the Loan Agreement, and other than the obligations of the Borrower in connection with the Credit Card Services and any warrants;

- (ii) all Loan Documents shall be terminated and cancelled and be of no further force and effect, other than any Mastercard Agreements, the Pledge and any warrants; and
- (iii) all liens, security interests and encumbrances granted under the Loan Documents shall be immediately and permanently terminated and released, other than under any Mastercard Agreements, the Pledge and any warrants. The Bank will execute and deliver such other lien releases, mortgage discharges, and such other release documents as reasonably necessary to discharge or release all of the subject collateral secured under the Loan Documents other than under any Mastercard Agreements, the Pledge and any warrants.

The Bank hereby authorizes VirtaMove Canada or its agents to, immediately following the payment of the Payout Amount and after written confirmation of same from the Bank is received by VirtaMove Canada, attend to the discharge of the registrations referred to in paragraphs (a), (c) and (d) above.

This letter may be executed by facsimile or by portable document format (PDF) and such copy may be relied upon by the addressees hereof as if it were an originally executed copy.

If you have any questions or need anything further, please feel free to contact me.

Sincerely,



Omer Ahmed
Vice-President
Comerica Bank
Technology and Life Sciences Division

The foregoing is hereby acknowledged by VirtaMove Corp.

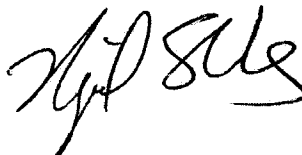
By: NIGEL STOKES 
Title: CEO
Date: Aug 2/2018

EXHIBIT A

U.S. Copyrights

Description	Registration Number	Registration Date
Printed Material	TX0007448922/2011- 11-21	2005-07-06
Printed Material	TX0007448932/2011- 11-21	2007-07-13

EXHIBIT B

U.S. Patents

<u>Description</u>	<u>Application / Patent Number</u>	<u>Issue Date / Filing Date</u>
System for containerization of application sets	10939903/7519814	04-14-2009/ 09-13-2004
Malware containment by application encapsulation	11432843/7757291	07-13-2010/ 05-12-2006
System including run-time software to enable a software application to execute on an incompatible computer platform	11380285/7774762	08-10-2010/ 04-26-2006
Computing system having user mode critical system elements as shared libraries	10946536/7784058	08-24-2010/ 09-21-2004
Software service application and method of servicing a software application	11415028/NONE	05-01-2006
Method and system for providing a program for execution without requiring installation	12075842/NONE	03-13-2008

EXHIBIT C

U.S. Trademarks

<u>Description</u>	<u>Serial / Registration Number</u>	<u>Filing / Registration Date</u>
STANDARD CHARACTER MARK - APPZERO	77679599/4152109	02-27-2009/06-05-2012

EXHIBIT D

Canadian Trademarks

<u>No.</u>	<u>Trademark</u>	<u>Status/App.Reg. Date & No.</u>	<u>Goods and Services</u>	<u>Security interests recorded</u>
1	APPZERO	Registered App 23-JAN-2009 App 1425460 Reg 24-JAN-2012 Reg TMA815968	(1) Computer software for managing the installation, deployment, transfer and operation of software applications stored and used on computing devices. (1) Information technology consulting; computer technology support services, namely help desk services.	Security agreement placed on file on September 28, 2015 in favour of Comerica Bank.
2	TRIGENCE	Registered App 16-DEC-2002 App 1162343 Reg 14-JAN-2005 Reg TMA630222	(1) Computer software for managing the development, installation and operation of software applications stored and used on computer servers. (1) Information technology consulting and training services.	Security agreement placed on file on September 28, 2015 in favour of Comerica Bank.