

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM491720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		09/19/2018	Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	ACL Services LTD.		
Street Address:	980 Howe Street		
Internal Address:	Suite 1500		
City:	Vancouver, B.C.		
State/Country:	CANADA		
Postal Code:	V6Z 0C8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5311691	ACL	
Registration Number:	1610882	AUDIT COMMAND LANGUAGE	
Registration Number:	4874578	AX	
Registration Number:	3512500	DIRECT LINK	
CORRESPONDENCE DATA			
Fax Number:	2027568087		
<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:	202.756.8000		
Email:	Washington_IP_Docket@mwe.com		
Correspondent Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, N.W.		
Address Line 4:	Washington, D.C. 20001		
DOMESTIC REPRESENTATIVE			
Name:	Richard Y. Kim		
Address Line 1:	500 North Capitol Street, N.W.		
Address Line 4:	Washington, D.C. 20001		
NAME OF SUBMITTER:	Richard Y. Kim		

CH \$115.00 5311691

SIGNATURE:	/Richard Y. Kim/
DATE SIGNED:	09/27/2018
Total Attachments: 4 source=ACL - Release of Security Interest (Sep 24-2018)_Signed#page1.tif source=ACL - Release of Security Interest (Sep 24-2018)_Signed#page2.tif source=ACL - Release of Security Interest (Sep 24-2018)_Signed#page3.tif source=ACL - Release of Security Interest (Sep 24-2018)_Signed#page4.tif	



Silicon Valley Bank

September 19, 2018

ACL Services LTD.
980 Howe Street, Suite 1500
Vancouver, B.C V6Z 0C8, Canada
Attn: Laurie Schultz, CEO

Re: Pay-Off Letter

Dear Laurie Schultz:

Pursuant to the provisions of that certain Second Amended and Restated Loan and Security Agreement dated as of May 26, 2016, as amended by the First Amendment to the Second Amended and Restated Loan and Security Agreement dated as of June 7, 2017 (as the same may from time to time have been amended, restated, or otherwise modified, the "Loan Agreement"), by and among ACL Services LTD and ACL Europe Ltd. (each a "Co-Borrower") and Silicon Valley Bank (the "Bank"). Capitalized terms used but not otherwise defined herein shall have the meanings given them in the Loan Agreement.

Pursuant to the provisions of the Loan Agreement, certain Loan Documents (as defined below) were provided to secure the payment and performance of the indebtedness, liabilities and obligations (such amounts, collectively, the "Obligations"), from time to time, of the Co-Borrowers to the Bank, including, without limitation, any and all security interests perfected and charges evidenced by any one or more of the registrations identified in Schedule A hereto (collectively, the "Security Registrations"). The Bank acknowledges that the Loan Agreement expired on June 6, 2018 and that there remain no amounts owing or Obligations thereunder.

Effective immediately upon the execution of this Pay-Off Letter and payment of all outstanding Bank Expenses in the amount of Three Thousand Dollars (\$3,000), without further action on the part of the parties hereto (i) all Obligations under the Loan Agreement and any other related loan and collateral security documents that may have been issued by the Co-Borrowers to the Bank in connection with the transaction evidenced by the Loan Agreement (collectively, the "Loan Documents" (provided that "Loan Documents" shall not include any Bank Services Agreement (as defined below) or any warrant executed by any Co-Borrower(s) in favor of the Bank and subsequently assigned to SVB Financial Group) shall be paid and discharged in full; (ii) all unfunded commitments to make credit extensions or financial accommodations to the Co-Borrowers or any other person under the Loan Agreement shall be terminated; (iii) except as otherwise provided below, all security interests and other liens of every type at any time granted to or held by the Bank as security for the Obligations shall be terminated and automatically released without further action by the Bank; (iv) all guaranties supporting the Loan Agreement shall be released without further action by the Bank; and (v) all obligations of the Co-Borrowers under the Loan Documents shall be deemed terminated; *provided, however*, those obligations, liabilities, covenants, and terms that are expressly specified in any Loan Document as surviving that respective agreement's termination, including without limitation, Co-Borrowers' indemnity obligations set forth in the Loan Agreement shall continue to survive notwithstanding this termination.

Notwithstanding the terms and conditions stated in this Pay-Off Letter, the Obligations do not include the amounts (such amounts, the "Bank Services Obligations") that currently are or that may later be due and payable for services and products the Bank shall continue to provide to the Co-Borrowers after the Pay Off Date pursuant to the terms of those agreements listed on Exhibit A attached hereto (each such agreement, a "Bank Services Agreement").

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Effective immediately upon the execution of this Payoff Letter the Bank releases any interest it may have in any policies of insurance maintained by the Co-Borrowers, and any proceeds thereof, and agrees that, upon the request of the Co-Borrowers, the Bank will provide notice to any insurers of the property and assets of the Co-Borrowers that the Bank has no further interest in any such policy of insurance. Bank shall promptly deliver to ACL Services Ltd. at the address listed above, all original share certificates and stock powers delivered pursuant to Bank pursuant to the Loan Agreement.

The Bank hereby authorizes and instructs Fasken Martineau DuMoulin LLP, Baker & McKenzie LLP (or their respective agents) to (at the sole cost and expense of the Co-Borrowers) prepare, complete, execute and file all such financing change statements, discharges or other similar documents of discharge or release as may be required to effect a total discharge of any registrations or filings against the Co-Borrowers in favor of the Bank in any jurisdiction including, without limitation, the Security Registrations.

This letter may be executed by any of the parties hereto on separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Pay-Off Letter by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof.

This letter shall be governed by the laws of the State of California and shall become effective only when signed by the Bank and accepted by the Co-Borrowers by their due execution in the space provided below.

Very truly yours,

SILICON VALLEY BANK

By: [Signature]
Name: Brenton L. Brown
Title: Vice President

Acknowledged by:

ACL SERVICES LTD
By: [Signature]
Name: _____
Title: **LAURIE SCHULTZ**
President & CEO

ACL EUROPE LTD
By: [Signature]
Name: _____
Title: **LAURIE SCHULTZ**
Authorized Signatory
ACL Europe Ltd.

SVB ACCOUNT OFFICER - RETURN EXECUTED PAY-OFF LETTER TO GLS COLLATERAL GROUP

FOR BANK USE ONLY

GLS COLLATERAL - RECEIVED _____

SCHEDULE A

SECURITY REGISTRATIONS

Canadian Releases

- *Personal Property Security Act* (British Columbia) Base Reg. # 2860098; Control # B5580754.
- *Personal Property Security Act* (British Columbia) Base Reg. 013563K; Control # D4523305.
- *IP Release and Reassignment* for the Canadian IP listed in the attached documents (see attached).

US Releases

- *Uniform Commercial Code Financing Statement* (District of Columbia Recorder of Deeds) #2016051617
- *Uniform Commercial Code Financing Statement* (District of Columbia Recorder of Deeds) #2016051616
- *IP Release and Reassignment* with the USPTO for the following Patents and Trademarks:
 1. Patent - Method and apparatus for processing XML tagged data, pat. no. 7657549, issued 2/2/10
 2. Trademark - ACL, serial no. 86384310, filed 9/3/14
 3. Trademark - DIRECT LINK, serial no. 78242975, filed 4/28/03
 4. Trademark - ACL, serial no. 78085876, filed 9/27/01
 5. Trademark - AX, serial no. 77762019, filed 6/17/09
 6. Trademark - ACL AUDITEXCHANGE, serial no. 77563416, filed 9/5/08
 7. Trademark - AUDITEXCHANGE, serial no. 77563380, filed 9/5/08
 8. Trademark - AUDIT COMMAND LANGUAGE, serial no. 73673911, filed 7/23/87

UK Releases

- English law *Deed of Release* in respect of that certain Debenture dated 25 May 2016 and made between (1) ACL Europe Ltd as Chargor and (2) Silicon Valley Bank as Bank and that certain Charge over share dated 25 May 2016 and made between (1) ACL Service Ltd as Chargor and (2) Silicon Valley Bank as Bank.
- *Form MR04* filing to remove the debenture referenced above from the charges register of ACL Europe Ltd. — Charge Code: 0654 8182 0002

Exhibit A

Bank Services Agreements

- 1) Corporate Resolution to Enter Into Foreign Exchange Contracts by and among ACL Services Ltd. And Silicon Valley Bank dated as of April 13, 2015
- 2) Agreement for Purchase and Sale of Foreign Currencies by and among ACL Services Ltd and Silicon Valley Bank dated as of March 20, 2015

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