

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499198

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Quantius Inc.		11/14/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	OrderDynamics Corporation		
Street Address:	70 East Beaver Creek Road, Unit 43		
City:	Richmond Hill, Ontario		
State/Country:	CANADA		
Postal Code:	L4B 3B2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5110230	OD ORDER DYNAMICS	
CORRESPONDENCE DATA			
Fax Number:	2022801177		
<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:	9042472620		
Email:	eastdocket@holleymenker.com		
Correspondent Name:	JAMES R. MENKER, HOLLEY & MENKER, P.A.		
Address Line 1:	PO BOX 331937		
Address Line 4:	ATLANTIC BEACH, FLORIDA 32233		
NAME OF SUBMITTER:	James R. Menker		
SIGNATURE:	/jmenker/		
DATE SIGNED:	11/21/2018		
Total Attachments: 7			
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PAYOUT LETTER, RELEASE AND DISCHARGE

TO: OrderDynamics Corporation (the “**Borrower**”)
AND: ODEExchange Ltd. (“**ODEExchange**”, and together with the Borrower, the “**Debtors**”)
AND: Bennett Jones LLP, counsel to the Debtors
FROM: Quantius Inc., in its capacity as administrative agent for and on behalf of and for the benefit of certain lenders (“**Quantius**”)
RE: Credit facilities made available by Quantius in favour of the Borrower, pursuant to a loan agreement among, *inter alia*, Quantius, the Borrower, and ODEExchange dated as of May 26, 2017, as may be further amended from time to time (the “**Loan Agreement**”)
DATE: November 14, 2018

The parties agree as follows:

1. Payout Amount. Quantius confirms that, as of the date hereof, the Debtors are indebted to Quantius in the aggregate amount of **CAD\$1,819,186.64** plus any applicable Per Diem Interest (as defined below) (collectively, the “**Payout Amount**”).
2. Payment.
 - (a) The Payout Amount shall be paid to Miller Thomson LLP (“**Miller**”) in escrow, by wire transfer in immediately available funds to the account set out in Schedule “A” (Miller Wire Instructions) prior to 3:00 p.m. (Toronto time) on November 15, 2018 (the “**Payout Date**”). The Payout Amount will be released from escrow and deemed to be held by Miller in trust for Quantius and for the Payout Amount to have been received by Quantius, upon confirmation by TECSYS Inc. (the “**Purchaser**”), or its counsel McCarthy Tétrault LLP (“**McCarthy**”), of the closing of the acquisition by the Purchaser of all the issued and outstanding shares of the Borrower. Upon such confirmation, as soon as reasonably practicable, Miller shall release the Payout Amount to Quantius. If the Payout Amount is not released from escrow by the Purchaser, or its counsel McCarthy, by 3:00 p.m. (Toronto time) on the Payout Date, the Payout Amount will be recalculated to include an additional **CAD\$779.11** per day (the “**Per Diem Interest**”) for each day thereafter that Miller does not receive such confirmation from the Purchaser or McCarthy to release the Payout Amount to Quantius.
 - (b) If the Payout Amount is released from escrow by the Purchaser or McCarthy after 3:00 p.m., it will be considered released on the next Business Day and additional

Per Diem Interest will apply. Any amount received on a day that is not a Business Day shall be considered received on the next Business Day.

- (c) Unless otherwise agreed in writing by Quantius, this Agreement shall cease to be effective if the Payout Amount is not released from escrow by the Purchaser or McCarthy prior to 3:00 p.m. on November 16, 2018. If the Purchaser or McCarthy has not released from escrow the Payout Amount by 3:00 p.m. on November 16, 2018, Miller shall return the Payout Amount to the Purchaser as soon as reasonably practicable on November 19, 2018, by wire transfer in accordance with the wire transfer instructions set out in Schedule "B" (TECSYS Wire Instructions), without further notice.

3. CRA Liabilities.

- (a) The Borrower has executed a CRA RC59 Business Consent for Offline Access (the "**Business Consent**") authorizing Quantius to make reasonable inquiries to satisfy itself that no amounts are due or owing to the Canada Revenue Agency by the Borrower, including without limitation, amounts owing in connection with any "source deductions" or GST/HST, including any such amounts which may be owing in connection with any such sale of the business (the "**CRA Liabilities**").
- (b) The Borrower hereby represents and warrants to Quantius that there are no, and will not be any, CRA Liabilities.
- (c) The Borrower hereby indemnifies Quantius, and covenants and agrees to hold Quantius harmless from and against, and to promptly reimburse Quantius, upon its written demand, for all claims, damages, chargebacks, losses, liabilities, costs and expenses paid, incurred or suffered by Quantius as a result of any CRA Liabilities.

4. Release and Reconveyance. Effective upon, and in consideration for, (i) receipt by Quantius or Miller Thomson LLP in trust for Quantius, of payment by wire transfer in immediately available funds of the Payout Amount in accordance with the terms of this Agreement, and (ii) release of the Payout Amount from escrow, and based on the Borrower's representation and warranty to Quantius that there are no and will not be any CRA Liabilities,

- (a) all of the Debtors' present and future liabilities, obligations, and indebtedness to Quantius are indefeasibly paid and satisfied in full,
- (b) Quantius has no further obligation to extend credit to the Debtors,
- (c) Quantius shall be released and discharged from all obligations, liabilities, claims and demands under and in respect of the Loan Agreement and any other documents delivered in connection therewith,
- (d) Quantius shall cease to have any security interests in any of the Debtors' respective property, assets and undertaking,

- (e) Quantius irrevocably and unconditionally releases any right, title, and interest in and to any insurance policies that the Debtors or any one of them maintains,
 - (f) Quantius irrevocably and unconditionally authorizes and directs the addressees or their respective agents, at the Debtors' expense, to:
 - (i) complete, file, and register discharges for any registrations or filings that may be outstanding in favour of Quantius against the Debtors to effectuate the release and discharge of Quantius's security interests in the property, assets and undertaking of the Debtors (including, without limitation, those registrations listed on Schedule "C" (Registrations to be Discharged)); and
 - (ii) delete Quantius's name as a mortgagee, loss payee, or additional insured, as the case may be, on any insurance policy under which the Debtors or any of them is the insured.
5. Representations and Warranties of Quantius. Quantius represents and warrants that:
- (a) it has not sold, transferred, assigned, granted, or otherwise disposed, or agreed to sell, transfer, assign, grant, or otherwise dispose, of any of the security interests granted by any of the Debtors or any indebtedness of the Debtors; and
 - (b) it has no credit arrangements with, loans outstanding to, guarantees by, letters of credit, or security interests against the Debtors or any other person in respect of the obligations of the Debtors which will not be released upon receipt of the Payment Amount.
6. Further Assurances. Quantius shall promptly sign (or cause to be signed) all further documents, do (or cause to be done) all further acts, and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the terms of this Agreement.
7. Binding Effect. This Agreement enures to the benefit of and binds the parties and their respective successors, and permitted assigns.
8. Governing Law. The laws of Ontario and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.
9. Counterparts. This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument. Counterparts may be executed either in original, electronic PDF or faxed form and the parties adopt any signatures received as original signatures of the parties.

[signature page follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

**QUANTIUS INC., in its capacity as
administrative agent**



Name: *Lally Rementha*

Title: *President*

I have authority to bind the corporation

ORDERDYNAMICS CORPORATION

Name:

Title:

I have authority to bind the corporation

ODEXCHANGE LTD.

Name:

Title:

I have authority to bind the corporation


Signature Page to Payout Letter

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.


QUANTIUS INC., in its capacity as
administrative agent

.....
Name:
Title:
I have authority to bind the corporation

ORDERDYNAMICS CORPORATION


.....
Name: Lawrence Sauter
Title: CFO
I have authority to bind the corporation

ODEXCHANGE LTD.


.....
Name: NICOLAS PELON
Title: CEO
I have authority to bind the corporation

Signature Page to Payout Letter


SCHEDULE "C"
REGISTRATIONS TO BE DISCHARGED

Personal Property Security Act (Ontario)

Business Debtor	File No.	Registration Nos.	Collateral Classification
OrderDynamics Corporation	727273017	20170504 103715 297390 As amended by 20170517 143115 305352	Inventory, Equipment, Accounts, Other, Motor Vehicle Included
ODExchange Ltd.	727273026	20170504 103715 297391 As amended by 20170517 143115 305353	Inventory, Equipment, Accounts, Other, Motor Vehicle Included

Registrations at the Canadian Intellectual Property Office in respect of the following:

Trademarks:

Grantor	Country	Mark	Registration / Application No.	Registration / Filing Date
OrderDynamics Corporation	Canada	ORDERDYNAMICS	App. No: 1696241	October 1, 2014
OrderDynamics Corporation	Canada		App. No: 1685339	July 15, 2014
OrderDynamics Corporation	Canada	ORDERDYNAMICS	Registration: TMA867565	December 17, 2013

Registrations at the United States Patent and Trademark Office in respect of the following:

Trademarks:

Grantor	Country	Mark	Registration / Application No.	Registration / Filing Date
OrderDynamics Corporation	United States of America	OD ORDERDYNAMICS & Design	Registration: 5,110,230	December 27, 2016