

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM521110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/11/2018	Company:
RECEIVING PARTY DATA			
Name:	Clearwater Clinical Limited		
Street Address:	80 Aberdeen Street		
Internal Address:	#301		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K1S 5R5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5483501	SHOEBOX	
CORRESPONDENCE DATA			
Fax Number:	5136516981		
<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:	5136516800		
Email:	epuga@fbtlaw.com		
Correspondent Name:	FROST BROWN TODD LLC		
Address Line 1:	301 E. FOURTH STREET		
Address Line 2:	3300 GREAT AMERICAN TOWER		
Address Line 4:	CINCINNATI, OHIO 45202		
NAME OF SUBMITTER:	Emily Puga		
SIGNATURE:	/Emily Puga/		
DATE SIGNED:	04/29/2019		
Total Attachments: 3			
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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (“**Release**”) is effective as of December 11, 2018 and granted by Silicon Valley Bank (“**SVB**”) and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement dated as of November 1, 2017 (the “**Loan Agreement**”) between SVB and Clearwater Clinical Limited, (“**Clearwater**”), SVB and Clearwater executed that certain Intellectual Property Security Agreement by and between SVB and Clearwater dated as of November 1, 2017 (the “**IP Security Agreement**”);

WHEREAS, pursuant to the IP Security Agreement, Clearwater pledged and granted to SVB a security interest in and to all of the right, title and interest in, to and under the IP Collateral (as defined below); and

WHEREAS, Clearwater has requested that SVB enter into this Release in order to effectuate, evidence and record the release and reassignment to Clearwater of any and all right, title and interest SVB may have in the IP Collateral pursuant to the IP Security Agreement.

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

1. Release of Security Interest. SVB, their successors, legal representatives and assigns, hereby terminates the IP Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the IP Security Agreement in any and all right, title and interest in the IP Collateral (as defined below) and reassigns to Clearwater and its successors, assigns and legal representatives, any and all right, title and interest that it may have, in, to and under the following (collectively, the “**IP Collateral**”):

- (a) any and all patents, patent applications and other patent rights and any other governmental authority-issued indicia of invention ownership, including the patents and patent applications listed in Schedule 1 hereto, and all reissues, divisions, continuations, continuations-in-part, renewals, extensions and reexaminations thereof and amendments thereto (the “**Patents**”);
- (b) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof (“**Trademarks**”);
- (c) all rights of any kind whatsoever accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (d) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (e) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Further Assurances. SVB agrees to take all further actions, and provide to Clearwater and its successors,

assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as Clearwater and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.

3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without giving effect to any choice or conflict of law provision or rule.

IN WITNESS WHEREOF, SVB has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

Silicon Valley Bank
as SVB

By: 

Name: *Kyle DiLella*

Title: *Vice President*

TRADEMARK

REEL: 006631 FRAME: 0256

SCHEDULES

**SCHEDULE 1
PATENTS**

Patents

Title	Jurisdiction	Patent Number	Issue Date
Hearing Screening Application for Mobile Devices	U.S.	9,119,574	09/01/2015
Device for The Treatment of Vertigo	U.S.	7,490,611	02/17/2009
Adapter to Couple A Mobile Phone to An Endoscope	U.S.	9,451,874	09/27/2016
Device for The Treatment of Vertigo	Canada	2,546,829	08/11/2009

Patent Applications

Title	Jurisdiction	Application Number	Filing Date
A Computer-Implemented Method for Making Rapid Periodic Movements Visible to the Human Eye	Canada	2,928,401	04/28/2016
A Computer-Implemented Method for Reducing Crosstalk in a Computer-Based Audiometer	Canada	2,908,891	10/15/2015
A Computer-Implemented Method for Reducing Crosstalk in a Computer-Based Audiometer	Canada	PCT/CA2016/000249	10/06/2016

**SCHEDULE 2
TRADEMARKS**

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SHOEBOX	U.S.	5,483,501	06/05/2018
CLEARWATER CLINICAL	Canada	TMA715776	06/03/2008
DIZZYFIX	Canada	TMA705776	01/25/2008
CLEARSCOPE	Canada	TMA973412	06/13/2017
ClearSCOPE	Canada	TMA985019	11/16/2017
SHOEBOX	Canada	TMA984914	11/15/2017
CLEARWATER & Design	Canada	TMA1003648	08/27/2018

Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
MODICA	Canada	1771281	03/08/2016
MODICA & Design	Canada	1771280	03/08/2016
THINK OUTSIDE OF THE BOOTH	Canada	1839099	05/24/2017