

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531626

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Full Discharge of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
COMERICA BANK		07/02/2019	Financial Services Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TOPHATMONOCLE CORP.		
<b>Street Address:</b>	151 Bloor Street West		
<b>Internal Address:</b>	Suite 200		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5S 1S4		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5211677	TOP HAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8009144240		
<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>	8007130755		
<b>Email:</b>	jade.tanks@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	4400 Easton Commons Way		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Columbus, OHIO 43219		
<b>NAME OF SUBMITTER:</b>	James Smith		
<b>SIGNATURE:</b>	/James Smith/		
<b>DATE SIGNED:</b>	07/12/2019		
<b>Total Attachments: 7</b>			
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### RECORDATION FORM COVER SHEET 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):**

COMERICA BANK

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Financial Services Company

Citizenship (see guidelines) Texas

Additional names of conveying parties attached?  Yes  No

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

Execution Date(s) July 2, 2019

- Assignment
- Security Agreement
- Other Full Discharge of Security Interest
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: TOPHATMONOCLE CORP.

Street Address: 151 Bloor Street West, Suite 200

City: Toronto

State: Ontario

Country: Canada Zip: M5S 1S4

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship Ontario, Canada
- 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

86810878

B. Trademark Registration No.(s)

5211677

Additional sheet(s) attached?  Yes  No

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

WORD MARK FOR TOP HAT filed on November 2, 2015, registered on May 30, 2017

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

Name: LaBarge Weinstein LLP

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

Street Address: 800-515 Legget Drive

City: Kanata

State: Ontario, Canada Zip: K2K 3G4

Phone Number: 613-599-9600 x211

Docket Number: \_\_\_\_\_

Email Address: ltrader@lwlaw.com

**6. Total number of applications and registrations involved:**

1

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

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

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

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

Date

James Smith, LaBarge Weinstein LLP

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

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

July 2, 2019

**TO:** TOPHATMONOCLE CORP. ("THM Canada")

**AND TO:** TOPHATMONOCLE (US) CORP. ("THM US", and together with THM, collectively, "Borrowers")

**RE:** Third Amended and Restated Loan Agreement made as of May 31, 2018 between Comerica Bank ("Lender") and Borrowers (as amended, restated, amended and restated, supplemented or otherwise modified, 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 all outstanding indebtedness and liability of Borrowers to Lender under or pursuant to the Comerica Loan Agreement and the other Loan Documents are to be paid out in full other than the Obligations now existing or hereafter arising, with respect to or arising out of the Continuing Credit Cards<sup>1</sup> and Continuing L/C<sup>2</sup> and all documents entered into in connection with, or relating to, the Continuing Credit Cards. The Lender confirms that, as of July 2, 2019 (the "Contemplated Payoff Date"), the outstanding principal balance, interest and other sums due to Lender pursuant to the Comerica Loan Agreement and the other Loan Documents (other than the Continuing Obligations<sup>3</sup>) are as follows (collectively, the "Outstanding Obligations"):

Aggregate C\$ outstanding principal balance of the Equipment Facility as of the Contemplated Payoff Date:	C\$3,378,755.03
Accrued and unpaid C\$ interest under the Equipment Facility as of the Contemplated Payoff Date:	C\$481.36
Aggregate C\$ outstanding principal balance of the Equipment Facility as of the Contemplated Payoff Date:	C\$33,381.46
Accrued and unpaid C\$ interest under the Equipment Facility as of the Contemplated Payoff Date:	C\$4.76

<sup>1</sup> "Continuing Credit Cards" means corporate credit cards issued by Lender in favour of (a) THM with a maximum aggregate credit limit of C\$265,000 for corporate credit cards denominated in Canadian Dollars and US\$150,000 for corporate credit cards denominated in US Dollars, and (b) THM US with a maximum aggregate credit limit of US\$150,000 for corporate credit cards denominated in US Dollars.

<sup>2</sup> "Continuing L/C" means a letter of credit issued by Bank for the benefit of THM in the face amount C\$312,147.29.

<sup>3</sup> "Continuing Obligations" means any Obligations, now existing or hereafter arising, with respect to or arising out of the Continuing Credit Cards and Continuing L/C and all documents entered into in connection therewith.

Aggregate C\$ outstanding principal balance of the Second Equipment Facility as of the Contemplated Payoff Date:	C\$332,022.50
Accrued and unpaid C\$ interest under the Second Equipment Facility as of the Contemplated Payoff Date:	C\$47.30
Accrued unpaid Canadian legal costs as of the Contemplated Payoff Date (including taxes and disbursements)	<u>C\$7,787.40</u>
<b>Canadian Dollar TOTAL:</b>	<u>C\$3,752,479.81</u>
Aggregate US\$ outstanding principal balance of the Equipment Facility as of the Contemplated Payoff Date:	US\$151,666.60
Accrued and unpaid US\$ interest under the Equipment Facility as of the Contemplated Payoff Date:	<u>US\$28.44</u>
<b>US Dollar TOTAL:</b>	<u>US\$151,695.04</u>


The Outstanding Obligations due to Lender from or on behalf of the Loan Parties on the Contemplated Payoff Date as reflected above (the "Payout Amounts"), being C\$3,752,479.81 and US\$151,695.04 plus additional per diem amount of C\$533.42 and US\$28.44, respectively, (the "Per Diem Amounts") for each additional day in the event that the payout does not occur by 2:00 pm (EST) on the Contemplated Payoff Date is hereinafter referred to as collectively, the "Payoff Amount". For greater certainty, the Per Diem Amounts shall be added to the Payoff Amount at 2:00 pm (EST) each day commencing on the day following the Contemplated Payoff Date.

Effective upon receipt by Lender of (i) immediately available funds, by wire transfer or transfers in accordance with the instructions set forth below, in an amount equal to the Payoff Amount (including any Per Diem Amount), (ii) C\$578,000, US\$150,000 and US\$150,000 (collectively, the "Cash Collateral") to be held by Lender pursuant to the terms of certain Pledge and Security Agreements dated as of the date hereof between each Borrower and Lender (the "Cash Collateral Agreements") in connection with Continuing Obligations, and (iii) a fully executed counterpart of this payout agreement signed by Borrowers (the time at which all of the conditions in the foregoing clauses (i), (ii), and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), without further action of the Loan Parties, Lender or any other person (subject to the paragraphs below with respect to the Continuing Credit Cards and the Continuing L/C):

- (a) Lender hereby acknowledges and agrees that Borrowers have repaid in full all of the Outstanding Obligations of Borrowers to Lender under the Comerica Loan Agreement and the other Loan Documents;

Very truly yours,

COMERICA BANK

By:   
Name: OMER AHMED  
Title: VP

Accepted and Agreed:

TOPHATMONOCLE CORP.

By: \_\_\_\_\_  
Name:  
Title:

TOPHATMONOCLE (US) CORP.

By: \_\_\_\_\_  
Name:  
Title:

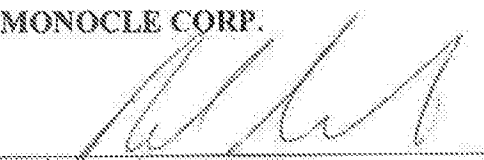
Very truly yours,

COMERICA BANK

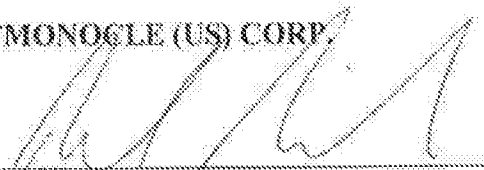
By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

TOPHATMONOCLE CORP.

By:   
Name: Paul Rickers  
Title: CFO

TOPHATMONOCLE (US) CORP.

By:   
Name: Paul Rickers  
Title: CFO

Schedule A

Personal Property Security Registrations:

Jurisdiction	Debtor Name	Registration Number
District of Columbia	TopHatMonocle Corp.	2016096841
Delaware	TopHatMonocle (US) Corp.	20165962640



Intellectual Property Security

CANADIAN TRADE-MARKS

Owner	Trade-mark	Application / Registration No.
Tophatmanoeels Corp.	TOP HAT	1748727

US TRADE-MARKS

Owner	Trade-mark	Serial / Registration No.
Tophatmanoeels Corp.	TOP HAT	86810878