### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM537012

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE: Termination and Release of Security Interest in Trademarks, recorded at

Reel/Frame 5602/0063

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Toronto-Dominion Bank, as Agent		08/15/2019	Bank: CANADA

#### **RECEIVING PARTY DATA**

Name:	Creation Technologies LP		
Street Address:	8999 Fraserton Court		
City:	Burnaby, British Columbia		
State/Country:	CANADA		
Postal Code:	V5J 5H8		
Entity Type:	Limited Partnership: CANADA		

#### **PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3397633	CREATION TECHNOLOGIES
Registration Number:	3397634	CREATION TECHNOLOGIES
Registration Number:	3397635	CREATION TECHNOLOGIES
Registration Number:	3417265	CREATION TECHNOLOGIES
Registration Number:	3417262	CREATION TECHNOLOGIES
Registration Number:	3417263	CREATION TECHNOLOGIES
Registration Number:	3417264	CREATION TECHNOLOGIES
Registration Number:	4344934	PURSUIT OF EXCELLENCE
Registration Number:	4361713	LEAN THINKING IN ACTION

#### **CORRESPONDENCE DATA**

Fax Number: 2123548113

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.

Phone: 6463667120

Email: iprecordations@whitecase.com

**Correspondent Name:** Daniel Gold

Address Line 1: 1221 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

> **TRADEMARK** REEL: 006722 FRAME: 0693

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ATTORNEY DOCKET NUMBER:	1145353-0005-N997		
NAME OF SUBMITTER:	Daniel Gold		
SIGNATURE:	/Daniel Gold/		
<b>DATE SIGNED:</b> 08/16/2019			
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TRADEMARK REEL: 006722 FRAME: 0694

# TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This Termination and Release of Security Interest in Trademarks (this "<u>Trademark Release</u>"), effective as of August 15, 2019, is made by **THE TORONTO-DOMINION BANK**, a Canadian bank, for itself and as Agent for the Secured Parties (each as defined in the Credit Agreement referenced below) (in such capacities, the "<u>Grantee</u>") in favor of **CREATION TECHNOLOGIES LP**, a Canada limited partnership (the "<u>Grantor</u>").

#### WITNESSETH:

WHEREAS, reference is made to the Senior Secured Credit Agreement, dated as of August 17, 2015 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "<u>Credit Agreement</u>"), by and among the Grantor, the Grantee, and the lenders from time to time party thereto;

WHEREAS, pursuant to the Credit Agreement, the Grantor executed and delivered the Confirmatory Grant of Security Interest in United States Trademarks, dated as of August 17, 2015 (the "Confirmatory Grant") with Grantee, which was recorded with the United States Patent and Trademark Office (the "USPTO") on August 18, 2015 at Reel/Frame No. 5602/0063;

WHEREAS, pursuant to the Confirmatory Grant, the Grantor pledged and granted to the Grantee a security interest in all of the Grantor's right, title and interest in and to its trademarks, including the goodwill of the business symbolized thereby and all rights corresponding thereto (including without limitation those Trademarks listed on Schedule A hereto (the "Trademark Collateral"));

WHEREAS, the Grantee desires to terminate and release its lien on and security interest in all such Trademark Collateral and has duly authorized the execution, delivery and performance of this Trademark Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantee agrees, for the benefit of the Grantor, as follows:

- SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Trademark Release, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement.
- SECTION 2. <u>Release of Security Interest</u>. The Grantee does hereby release, relinquish, terminate and discharge its lien on and security interest in the Trademark Collateral, and hereby assigns, transfers and conveys to the Grantor, any right, title, or interest it may have in the Trademark Collateral.
- SECTION 3. <u>Termination</u>. The Grantee, without any recourse, representation or warranty, hereby terminates and cancels the Confirmatory Grant.

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SECTION 4. <u>Further Assurances</u>. The Grantee hereby authorizes the Grantor or the Grantor's authorized representative to (i) record this Trademark Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Trademark Collateral and/or (iii) otherwise record or file this Trademark Release in the applicable governmental office or agency. The Grantee further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor's sole cost and expense) in order to confirm this Trademark Release and the Grantor's right, title and interest in, to and under the Trademark Collateral.

SECTION 5. <u>Choice of Law</u>. This Trademark Release and the rights and obligations of the parties under this Trademark Release shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principle of conflicts of law that could require the application of any other law.

SECTION 6. <u>Counterparts</u>. This Trademark Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original. Delivery of an executed counterpart to this Trademark Release by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

[Signature Follows On Next Page]

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**IN WITNESS WHEREOF**, the Grantee has caused this Trademark Release to be duly executed and delivered as of the date set forth above.

THE TORONTO-DOMINION BANK,

as Agent and Grantee

Name:

Andi Zeneli

Title:

Vice President, Loan Syndications-Agency

 $[Signature\ Page-Termination\ and\ Release\ of\ Security\ Interest\ in\ Trademarks]$ 

## Schedule A **TRADEMARKS**

Mark	App. No.	App. Date	Reg. No.	Reg, Date
Creation Technologies	77206691	Jun. 14, 2007	3397633	Mar. 18, 2008
Creation Technologies	77206759	Jun. 14, 2007	3397634	Mar. 18, 2008
Creation Technologies	77206764	Jun. 14, 2007	3397635	Mar. 18, 2008
Creation Technologies	77206767	Jun. 14, 2007	3417265	Apr. 29, 2008
Creation Technologies (Logo)	77206753	Jun. 14, 2007	3417262	Apr. 29, 2008
Creation Technologies (Logo)	77206756	Jun. 14, 2007	3417263	Apr. 29, 2008
Creation Technologies (Logo)	77206765	Jun. 14, 2007	3417264	Apr. 29, 2008
Pursuit of Excellence	85120326	Aug. 31, 2010	4344934	Jun. 04, 2013
Lean Thinking in Action	85120320	Aug. 31, 2010	4361713	Jul. 02, 2013

**RECORDED: 08/16/2019**