

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM626030

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|---|-----------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| WELLS FARGO CAPITAL FINANCE CORPORATION CANADA | | 02/11/2021 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | VERAFIN INC. | | |
| Street Address: | 570 Newfoundland Drive | | |
| City: | St. John's | | |
| State/Country: | CANADA | | |
| Postal Code: | A1A5B1 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4177396 | VERAFIN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7147558290 | | |
| <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: | 7145401235 | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive, Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 065295-0002 | | |
| NAME OF SUBMITTER: | Anna T Kwan | | |
| SIGNATURE: | /atk/ | | |
| DATE SIGNED: | 02/12/2021 | | |
| Total Attachments: 3 | | | |
| source=WF - Verafin - Payoff - Termination of US Trademark Security Agreement Executed#page1.tif | | | |
| source=WF - Verafin - Payoff - Termination of US Trademark Security Agreement Executed#page2.tif | | | |
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OP \$40.00 4177396

TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of February 11, 2021, is made by **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, "Agent"), for the benefit of the Secured Parties, in favor of **VERAFIN INC.**, a Canadian federal corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of September 13, 2019 (as amended, restated, supplemented, or modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Agent and Grantor, Grantor granted, assigned and pledged to Agent for the benefit of the Secured Parties, a lien on and security interest in and to all of Grantor's right, title and interest in, to and under all of the Collateral (excluding any Excluded Assets) of Grantor, including without limitation, the Trademarks of Grantor listed on Schedule I thereto (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on September 13, 2019 at Reel 6744, Frame 0965; and

WHEREAS, Agent has agreed to terminate and release its Security Interest in Grantor's entire right, title and interest in, to and under any of its Trademarks, including without limitation those identified on Schedule A attached hereto (collectively, the "Released Trademarks").

NOW, THEREFORE, Agent, on behalf of itself and the Secured Parties hereby terminates, discharges, cancels and releases all mortgages, liens, collateral assignments, pledges and Security Interest granted to Agent in the Released Trademarks.

Agent, on behalf of itself and the Secured Parties, hereby unconditionally reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Agent, any and all of Agent's right, title and interest in, to and under the Released Trademarks.

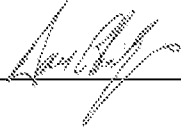
Agent agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Termination.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Agent has caused this Termination to be duly executed as of the date first set forth above.

AGENT:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**, an Ontario corporation

By: _____ 

Name:

Title:

David G. Phillips
Senior Vice President
Credit Officer, Canada
Wells Fargo Capital Finance
Corporation Canada

[Signature Page to Termination and Release of Trademark Security Agreement]

**TRADEMARK
REEL: 007191 FRAME: 0030**

SCHEDULE A

Trademarks

| <u>OWNER</u> | <u>REGISTRATION NUMBER</u> | <u>TRADEMARK</u> |
|--------------|----------------------------|------------------|
| Verafin Inc. | 4,177,396 | VERAFIN |