

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639374

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	PAYOFF LETTER RELEASING SECURITY INTEREST RECORDED AT REEL/FRAME 6453/0745		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROYAL BANK OF CANADA		03/31/2021	BANK: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOOPIO INC.		
<b>Street Address:</b>	310 Spadina Avenue, Suite 600		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5T 2E8		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5253559	LOOPIO	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154391500		
<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>Email:</b>	maria.banda@kirkland.com		
<b>Correspondent Name:</b>	Maria Banda		
<b>Address Line 1:</b>	Kirkland & Ellis, LLP		
<b>Address Line 2:</b>	555 California Street, Suite 2700		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94104		
<b>ATTORNEY DOCKET NUMBER:</b>	17445-61		
<b>NAME OF SUBMITTER:</b>	Maria Banda		
<b>SIGNATURE:</b>	/Maria Banda/		
<b>DATE SIGNED:</b>	04/14/2021		
<b>Total Attachments: 16</b>			
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**Royal Bank of Canada**  
Commercial Financial Services  
260 East Beaver Creek Road  
2nd Floor  
Richmond Hill, Ontario L4B 3M3

March 31, 2021

**Private and Confidential**

**LOOPIO INC.**  
310 Spadina Avenue, Suite 600  
Toronto, Ontario  
M5T 2E8

**OSLER, HOSKIN & HARCOURT LLP**

**SEP RAPTOR ACQUISITION INC.**

**KIRKLAND & ELLIS LLP**

**CASSELS BROCK & BLACKWELL LLP**

**ALTER DOMUS (US) LLC, as administrative agent and collateral agent**

**1. Indebtedness To Be Repaid**

**Loopio Inc.** (the "**Borrower**") has informed Royal Bank of Canada ("**RBC**") that it wishes to repay certain amounts owing to RBC pursuant to the Credit Facility Agreement dated September 24, 2018, as amended and restated on March 2, 2020, between the Borrower and RBC (the "**Loan Agreement**") as detailed in the payout statement(s) attached hereto as Schedule "A" (collectively, the "**Pay-Off Amount**").

**2. Payment Instructions**

The Pay-Off Amount is to be made to RBC by way of wire transfer in immediately available funds, directed as follows:

[REDACTED]

RBC hereby confirms that, upon payment to RBC of the Pay-Off Amount in immediately available funds in Canadian and/or US dollars in accordance with the preceding paragraph:

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- a) except for the Indebtedness Remaining (as defined below), all loans, guarantees, liabilities, obligations and indebtedness owing by the Borrower (including any principal, interest, fees, expenses, and other amounts), whether direct or indirect, contingent or absolute, joint or several, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety or otherwise to RBC under the Loan Agreement (collectively, the "**Obligations**") shall be paid and satisfied in full and released;
- b) all guarantees supporting the Loan Agreement and the Obligations shall be released with no further action required on the part of RBC; and
- c) except for the Letter of Credit/Guarantee (as defined below), the Cash Collateral Agreement (as defined below) and the agreements governing the Visa Facility (as defined below), the Loan Agreement shall be terminated and of no further force and effect.

### **3. Indebtedness Remaining**

The Borrower has informed RBC that it wishes to keep the below liabilities or obligations in place with RBC (Commercial Banking) (collectively, the "**Indebtedness Remaining**"):

- a) Visa Facility

VISA facility issued to the Borrower with a maximum credit limit of [REDACTED] (the "**Visa Facility**").

- b) Letter of Credit/Guarantee

RBC has issued the Letter of Credit/Guarantee described in Schedule "B" attached hereto (the "**Letter of Credit/Guarantee**") on behalf of the Borrower as applicant.

Upon receipt of the Pay-Off Amount in full by RBC, the Borrower shall not be released of its obligations or liabilities pursuant to the Indebtedness Remaining and the Borrower remains obligated or liable to RBC pursuant to the Indebtedness Remaining.

Furthermore, to the extent that the Borrower has any liabilities or obligations owing to any RBC platform outside of the Loan Agreement, whether they be contingent or not, such liabilities and obligations are not included in the Pay-Off Amount or the Indebtedness Remaining and shall therefore remain in place.

### **4. Security To Be Released**

RBC confirms that the following security has been granted in its favour in respect of the obligations of the Borrower pursuant to the Loan Agreement (collectively, the "**Security To Be Released**"):

- a) General Security Agreement on the Bank's form 924 signed by the Borrower;
- b) an intellectual property security agreement signed by the Borrower in respect of the Borrower's Canadian intellectual property;
- c) an intellectual property security agreement signed by the Borrower in respect of the Borrower's US intellectual property; and
- d) the intellectual property registrations filed by RBC in respect of the above security as listed in Schedule "E" attached hereto.

RBC hereby confirms that, upon confirmation from RBC that it has received (A) the Pay-Off Amount in full, (B) the Cash Collateral Agreement (as defined below) and the Cash Collateral (as defined below) and (C) a duly executed copy of the PPSA Acknowledgement attached hereto as Schedule "C" (the "**Release Conditions**"):

- a) except for the Cash Collateral (as defined below), all security interests, mortgages, liens, pledges, hypothecs, charges and other encumbrances including, without limitation, the Security To Be Released in favour of RBC securing the Obligations (collectively, the "**Security**") shall be immediately, automatically and irrevocably released with no further action by any person;
- b) other than pursuant to the Cash Collateral Agreement (as defined below), all liens, security interests and encumbrances granted under the Security (including for greater certainty, any interests in intellectual property, insurance policies or blocked accounts (or equivalent) shall be immediately and permanently terminated and released. RBC will execute and deliver such other lien releases, mortgage discharges, and such other release documents as reasonably necessary to discharge or release all of the subject collateral secured under the Security other than, for greater certainty, in respect of the Cash Collateral Agreement;
- c) RBC undertakes to promptly file a financing change statement in the form attached hereto as Schedule "D" in respect of the *Personal Property Security Act* (Ontario) registration filed against the Borrower in favour of RBC as secured party bearing file number [REDACTED];
- d) RBC hereby authorizes each of the addressees hereto and their respective agents and designees to promptly execute and register all such documents, instruments, deeds, statements and other writings and to do all such other things as are reasonably necessary or required to be executed, delivered and done, as the case may be, to release and discharge all of the intellectual property registrations and/or notices listed in Schedule "E" attached hereto; and
- e) RBC Commercial Markets releases its interests in all policies of insurance held by it in respect of the Borrower or its assets, and agrees that it will cause the notation of such interest to be deleted from all such policies.

## **5. Security Remaining**

As security for the Indebtedness Remaining, the Borrower has provided RBC with [REDACTED] in immediately available funds (the "**Cash Collateral**") and granted RBC a Cash Collateral Agreement on the Bank's standard form 610 signed by the Borrower in the amount of [REDACTED] in form and substance satisfactory to RBC (the "**Cash Collateral Agreement**").

RBC hereby confirms that the Cash Collateral Agreement shall remain in place, RBC shall continue to rely upon it in support of the Indebtedness Remaining and it shall not be released or discharged by RBC.

To the extent that the Borrower has granted any collateral in favour of a RBC platform outside of RBC Commercial Banking, such collateral shall not be included in the Security and shall therefore remain in place.

## **6. Assignment**

RBC represents and warrants that the Security, the Loan Agreement, the Obligations (or any portion thereof) and any interest of RBC in the collateral described in the Security or the Loan Agreement has not been sold, transferred, assigned or otherwise encumbered and is not subject to any agreement to sell, transfer, assign or encumber.

## **7. Further Assurances**

Upon the occurrence of the Release Conditions, RBC agrees to procure, deliver or execute and deliver to the Borrower, from time to time, all further releases, discharges, certificates, instruments and documents, each in form and substance satisfactory to the Borrower, and take any other actions, as may be reasonably requested by the Borrower or which are required to evidence the consummation of the payout contemplated hereby, in each case at the sole expense of the Borrower (including legal fees and expenses).

**8. Governing Law**

The present agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein.

**9. Counterparts**

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof. To evidence its execution of an original counterpart of this agreement, a party may send a copy of its original signature on the execution page hereof to the other parties by facsimile or electronic transmission and such transmission shall constitute delivery of an executed copy of this agreement to the receiving party.

*[remainder of page intentionally left blank]*

SIGNED THIS 31st day of March, 2021.

**ROYAL BANK OF CANADA**

By: \_\_\_\_\_ 

Name: Amy Ng

Title: Vice President - Technology and Innovation Banking

The undersigned each hereby acknowledges and accepts the terms hereof.

SIGNED THIS 31st day of March, 2021.

**LOOPIO INC.**

By:

\_\_\_\_\_

Name:

Title:

I have authority to bind the corporation.

SIGNED THIS 31st day of March, 2021.

**ROYAL BANK OF CANADA**

By: \_\_\_\_\_

Name: \_\_\_\_\_

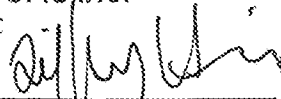
Title: \_\_\_\_\_

The undersigned each hereby acknowledges and accepts the terms hereof.

SIGNED THIS 31st day of March, 2021.

**LOOPIO, INC.**

By:



Name: TIFFANY HSIAO

Title: VP, FINANCE AND OPERATIONS

I have authority to bind the corporation.





















**SCHEDULE "E"**

**INTELLECTUAL PROPERTY REGISTRATIONS**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>App. No. / Reg. No. / Status</b>	<b>Footnotes (CA)</b>	<b>Owner</b>
Canada	LOOPICON	<b>App</b> 1945598 <b>App</b> 11-FEB-2019 Formalized (Pending)	Security Agreement Placed on File/Accord de sécurité inscrit au dossier DATE RECORDED/DATE CONSIGNEE: 04 juin/Jun 2020 DATE OF CHANGE/DATE DE CHANGEMENT: 03 juin/Jun 2020 COMMENTS/COMMENTAIRES: Royal Bank of Canada Voir Preuve au dossier/See evidence on File No. 1945598	Loopio Inc. 310 Spadina Avenue, Suite 600 Toronto ONTARIO CANADA M5T2E8
Canada	LOOPIO	<b>App</b> 1735014 <b>App</b> 29-JUN-2015 <b>Reg</b> TMA976086 <b>Reg</b> 18-JUL-2017 Registered 18-JUL-2032	Security Agreement Placed on File/Accord de sécurité inscrit au dossier DATE RECORDED/DATE CONSIGNEE: 29 oct/Oct 2018 DATE OF CHANGE/DATE DE CHANGEMENT: 26 oct/Oct 2018 COMMENTS/COMMENTAIRES: Royal Bank of Canada ("RBC") Voir Preuve au dossier/See evidence on File No. 1735014 <b>OWNER ADDRESS CHANGE/CHANGEMENT D'ADRESSE DU PROPRIÉTAIRE:</b> DATE REGISTERED/DATE DE L'ENREGISTREMENT: 22 mars/Mar 2019 COMMENTS/COMMENTAIRES: Voir Preuve au dossier/See evidence on File No. 1735014	Loopio Inc. 310 Spadina Avenue Suite 600 Toronto ONTARIO M5T 2E8
US	LOOPIO	<b>App</b> 86678222 <b>App</b> 29-JUN-2015 <b>Reg</b> 5253559	<b>Assignee:</b> ROYAL BANK OF CANADA CANADA BANK/CANADA 260 EAST BEAVER CREEK	LOOPIO INC. CANADA CORPORATION 720 KING

Jurisdiction	Trademark	App. No. / Reg. No. / Status	Footnotes (CA)	Owner
		Reg 01-AUG-2017	ROAD SUITE 201 RICHMOND HILL, ONTARIO L4B 3M3 CA (CANADA) <b>Assignor:</b> LOOPIO INC. CANADA CORPORATION <b>Correspondent:</b> IP GROUP OF DLA PIPER LLP (US) ONE LIBERTY PLACE 1650 MARKET ST. SUITE 4900 PHILADELPHIA, PA 19103 <b>Brief:</b> SECURITY INTEREST <b>Signed:</b> 05-OCT-2018 <b>Recorded:</b> 10-OCT-2018 <b>Reel/Frame:</b> 6453/0745	STREET WEST, SUITE 825 TORONTO, ONTARIO MV52T5 CA (CANADA)