

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM726111

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centre Lane Partners Master Credit Fund II, L.P.		09/30/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PopReach Incorporated		
Street Address:	1 University Avenue, 3rd Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J2P1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85864569	LUCKY SLOTS	
Serial Number:	85864586	LUCKY SLOTS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6173453000		
Email:	dpeckham@burnslev.com		
Correspondent Name:	Deborah Peckham		
Address Line 1:	125 High Street		
Address Line 2:	Burns Levinson LLP		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	43151.57 GDM-657		
NAME OF SUBMITTER:	Deborah J Peckham		
SIGNATURE:	/Deborah J Peckham/		
DATE SIGNED:	05/05/2022		
Total Attachments: 7			
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September 30, 2020

PopReach Incorporated
1243 Islington Avenue, Suite 402
Toronto, Ontario, Canada, M8X 1Y9
Attention: Chief Executive Officer

Re: Payoff Letter

Ladies and Gentlemen:

Reference is hereby made to that certain Senior Secured Credit Agreement, dated December 23, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified to date, the “**Credit Agreement**”) by and among PopReach Incorporated (the “**Borrower**”), Centre Lane Partners Master Credit Fund II, L.P. (“**Centre Lane**”), as a Lender, the financial institutions party thereto (together with Centre Lane, collectively, the “**Lenders**” and each individually a “**Lender**”) and Centre Lane, as administrative agent and collateral agent for Lenders (Centre Lane, in such capacity, “**Agent**”). Initially capitalized terms used herein without definition shall have the meanings given in the Credit Agreement. Borrower has informed Agent that Borrower desires to terminate the Credit Agreement and repay in full the outstanding Obligations. This letter shall constitute Agent’s statement of the amount required in order to pay such Obligations (other than contingent indemnification Obligations for which no claim has been made) in full as of the date hereof.

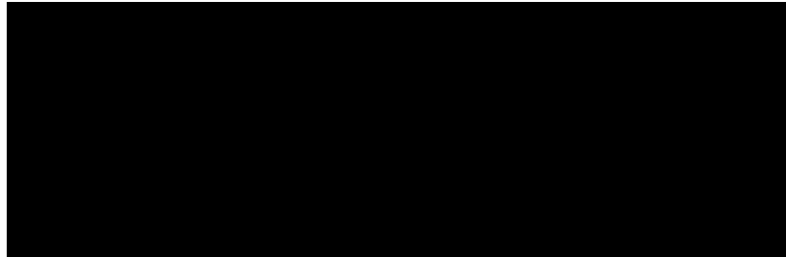
As of October 2, 2020, the outstanding Obligations (collectively, the “**Payoff Sum**”), are:

Principal Balance of Loans	\$	
Interest due on Loans		
Prepayment Premium		
Legal Expenses (“ Legal Expenses ”)		
Total	\$	

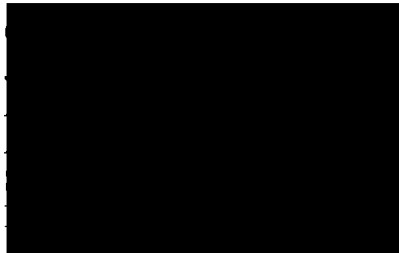
The per diem amount, as of the October 2, 2020, is \$ (the “**Per Diem Amount**”), which should be added to the Payoff Sum for each day (commencing October 2, 2020) if the Payoff Sum has not been delivered by 3:00 p.m. (New York City time) on October 2, 2020.

Borrower acknowledges that the amounts set forth above as the Payoff Sum are its enforceable Obligations owed to Agent and the Lenders pursuant to the provisions of the Credit Agreement and the Loan Documents.

The Payoff Sum and the Per Diem Amount (other than the Legal Expenses referenced above) shall be remitted by wire transfer to Agent via the following instructions:



The Legal Expenses referenced above should be remitted by wire transfer to Agent's counsel via the following instructions:



Subject to the terms hereof, upon Agent's receipt of the Payable Sum (other than such Legal Expenses) and its counsel's receipt of such Legal Expenses as set forth above (the date such items are received by Agent being the "**Payoff Date**"): (i) any and all commitments of the Lenders under the Credit Agreement or any Loan Document shall immediately and automatically and without further action terminate, (ii) all of the Obligations, other than contingent indemnification Obligations for which no claim has been made, shall be paid and discharged in full and deemed satisfied, (iii) the Credit Agreement and the Loan Documents shall immediately and automatically and without further action terminate, except for provisions thereof which expressly survive termination, and (iv) all Liens granted to Agent or any Lender under the Credit Agreement or any Loan Document shall immediately and automatically and without further action terminate and be released, and the Borrower and/or such other Person as Borrower may designate (the "**Borrower's Designee**") shall be authorized to file, record and/or deliver UCC-3 termination statements, releases and discharges under the *Personal Property Security Act* (Ontario) ("**PPSA**") including without limitation PPSA File No. 746824329 registered in favour of the Agent against the Borrower, any notices, releases, instruments and other documents necessary to evidence the release of the Agent's or any Lender's Liens and the satisfaction of the Obligations.

At any time after the Payoff Date, as reasonably requested by, and at the sole cost of, the Borrower, Agent shall deliver to the Borrower or the Borrower's Designee with Borrower's or Borrower's Designee's written instructions provided to Agent, such other notices, releases, instruments, documents and/or evidence of the Lien releases provided herein as may be reasonably

required to enable the Borrower or the Borrower's Designee to terminate or release any Lien granted to Agent under the Credit Agreement or the Loan Documents. Agent and the Lenders shall have no liability to the Borrower for the termination, release or assignment of any mortgage or deed of trust or for the return of any possessory collateral, if Agent shall have complied with written instructions from the Borrower or the Borrower's Designee.

The Borrower indemnify Agent from and holds Agent harmless against, and agrees to pay to and reimburse Agent for, all loss, cost, damage, or expense (including, without limitation, bank charges) that Agent may suffer or incur as a result of the nonpayment, dishonor, or return for any reason of any check or other item of payment which Agent has credited against the Obligations on or prior to the date hereof. The amount of any such loss, cost, damage or expense indemnified hereupon shall be paid to Agent promptly by the Borrower upon Agent's demand therefor.

This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement. Delivery of an executed counterpart of this letter agreement by facsimile or other similar method of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart. Any party delivering an executed counterpart of this letter agreement by facsimile or other similar method of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this letter agreement. This letter shall be governed by the internal laws of the State of New York and construed in accordance with the terms of the Credit Agreement.

Upon the occurrence of the Payoff Date, Borrower releases, discharges, and acquits Agent and each Lender, their respective officers, directors, shareholders, agents, employees, attorneys, subsidiaries, and affiliates, and their respective successors, assigns, heirs, and representatives (collectively, the "**Released Parties**"), on and with effect from the Payoff Date, from any and all further obligations to the Borrower under or in connection with the Credit Agreement and the Loan Documents and from any and all claims, rights, demands, injuries, debts, damages, liabilities, omissions, accounts, contracts, agreements, actions, and causes of action, whether at law or in equity, and whether based on contract, tort, or otherwise, known or unknown, suspected or unsuspected, of every kind and nature, which the Borrower, or its successors, assigns, heirs, and representatives at any time had, now have, or hereafter can or may have against any of the respective Released Parties, in any way arising from or related to the Credit Agreement or Loan Documents and the transactions thereunder and that arise from events occurring prior to the date hereof; provided, however, that the Borrower does not release, discharge or acquit Agent from its obligations specifically set forth in this letter agreement. It is the intention of the Borrower that in executing this letter agreement that the same shall be effective as a bar to each and every claim, demand and cause of action hereinabove specified and in furtherance of this intention waives and relinquishes all rights and benefits under any provision of any applicable law which provides that a general release does not extend to claims which the creditor does not know or suspect to exist in


PopReach Incorporated
September 30, 2020
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his/its favor at the time of executing the release, which if known by him/it might have materially affected his/its settlement with the debtor.

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Very truly yours,

CENTRE LANE PARTNERS MASTER CREDIT FUND II, L.P.
as a Lender and Agent

By: 

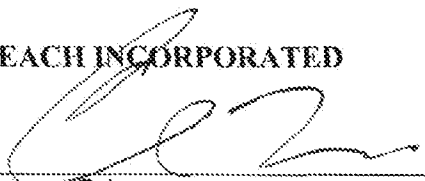
Name: Upacala Mapatuna

Title: Managing Director

ACKNOWLEDGED AND AGREED:

BORROWER:

POPREACH INCORPORATED

By: 
Name: Christopher Locke
Title: President,

SIGNATURE PAGE
PAYOFF LETTER

TRADEMARK
REEL: 007713 FRAME: 0737

RELEASED PROPERTIES

Trademark	Status	Security Interests Released
LUCKY SLOTS	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT App 85864569 App 01-MAR-2013 Reg 4504218 Reg 01-APR-2014	Security filed in favour of Centre Lane Partners Master Credit Fund II, L.P. recorded December 29, 2017 and February 11, 2019
LUCKY SLOTS	Registered FILED AS USE APPLICATION USE APPLICATION - CURRENT App 85864586 App 01-MAR-2013 Reg 4424881 Reg 29-OCT-2013	Security filed in favour of Centre Lane Partners Master Credit Fund II, L.P. recorded December 29, 2017 and February 11, 2019