

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM756963

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
National Bank of Canada		07/13/2022	Chartered Bank:
RECEIVING PARTY DATA			
Name:	Zone TV Inc.		
Street Address:	1795 Ironside Manor		
Internal Address:	Suite 4		
City:	Pickering, Ontario		
State/Country:	CANADA		
Postal Code:	L1W 3W9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86826262	ZONETV	
CORRESPONDENCE DATA			
Fax Number:	9738484001		
<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:	9738484128		
Email:	patricia.foley@klgates.com		
Correspondent Name:	Andrew J. Hollander		
Address Line 1:	K&L Gates LLP		
Address Line 2:	One Newark Center, 10th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
DOMESTIC REPRESENTATIVE			
Name:	Andrew J. Hollander		
Address Line 1:	One Newark Center		
Address Line 2:	10th Floor		
Address Line 4:	Newark, NEW JERSEY 07102		
NAME OF SUBMITTER:	Andrew J. Hollander		
SIGNATURE:	/Andrew J. Hollander/		

CH \$40.00 86826262

DATE SIGNED:	09/22/2022
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Total Attachments: 5

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DISCHARGE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS DISCHARGE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Discharge") is made as of July 13th, 2022 ("Effective Date") by and between NATIONAL BANK OF CANADA, a Canadian chartered bank having an office at 130 King Street W., Suite 3200, Toronto, Ontario M5X 1J9, ("Secured Party"), and ELECTRONIC SYSTEMS SOFTWARE SOLUTIONS INC., a corporation having an office at 1795 Ironside Manor, Suite 4, Pickering, Ontario, L1W 3W9 ("Debtor").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement (Intellectual Property) by and between Debtor and Secured Party, dated November 13, 2020 (the "Canadian IP Security Agreement No. 1"); Debtor granted, to Secured Party, for its benefit, among other things, a security interest in Debtor's Canadian trademark registrations and Canadian patent as listed in Exhibit A attached hereto (collectively referred to as the "Canadian IP Collateral");

AND WHEREAS, pursuant to the terms and conditions of that certain Security Agreement (Intellectual Property) by and between Zone TV Inc. ("Guarantor") and Secured Party, (the "Canadian IP Security Agreement No. 2"); Guarantor granted, to Secured Party, for its benefit, among other things, a security interest in Guarantor's Canadian trademark registrations as listed in Exhibit A attached hereto;

AND WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Debtor and Secured Party, dated November 13, 2020 (the "US IP Security Agreement No. 1"); Debtor granted, to Secured Party, for its benefit, among other things, a security interest in Debtor's United States trademark registrations and United States patent as listed in Exhibit B attached hereto (collectively referred to as the "US IP Collateral");

AND WHEREAS, pursuant to the terms and conditions of that certain Intellectual Property Security Agreement by and between Guarantor and Secured Party, dated December 14, 2020 (the "US IP Security Agreement No. 2"), Guarantor granted, to Secured Party, for its benefit, among other things, a security interest in certain of the Guarantor's United States trademark registrations as listed in Exhibit B attached hereto:

AND WHEREAS, the Canadian IP Security Agreement was recorded with the Canadian Intellectual Property Office ("CIPO") under registration number 05812488 (for patents) and file numbers 1151642 and 1751305 (for trademarks), against the Canadian IP Collateral set forth on Exhibit A attached hereto;

AND WHEREAS the US IP Security Agreement No. 1 and the US IP Security Agreement No. 2 were recorded with the United States Patent and Trademark Office ("USPTO") under Reel/Frame number 054390/0452 (for patents) and Reel/Frame numbers 7107/0210 and 7239/0346 (for trademarks) against the US IP Collateral set forth on Exhibit B attached hereto (collectively, the "Exhibited IP Collateral");

AND WHEREAS, Debtor has paid in full all obligations outstanding under the loan agreement between Debtor and Secured Party and Secured Party has, at Debtor's request, agreed to release its security interest in the Exhibited IP Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby terminates, cancels, discharges, reassigns and releases to the Debtor any and all liens and security interests it has against, and any and all right, title and interest it may have in or to, the Exhibited IP Collateral.

2. Secured Party hereby directs CIPO to immediately remove and discharge all such liens and security interests in favour of the Secured Party against the Canadian IP Collateral.

3. Secured Party hereby directs the USPTO to immediately remove and discharge all such liens and security interests in favour of the Secured Party against the US IP Collateral.

3. Secured Party hereby directs Fogler, Rubinoff LLP or its designees, to perform all acts required in order to obtain such removal and discharge by CIPO and the USPTO of such liens and security interests in favour of the Secured Party against the Exhibited IP Collateral.

4. Secured Party shall, at Debtor's expense, take all further actions, and provide to Debtor, 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 Debtor to more fully and effectively effectuate the purposes of this Discharge.

(Signature Page Follows)

(Signature Page to Discharge of Security Interest in Intellectual Property)

IN WITNESS WHEREOF, Secured Party has caused this Discharge to be executed by its duly authorized representative as of the Effective Date.

SECURED PARTY:

NATIONAL BANK OF CANADA

By: **Dana Ades-**
Landy
[Name] [Title]

Digitally signed by Dana Ades-Landy
DN: cn=Dana Ades-Landy, o=Banque
Nationale, ou=Special Loans/Unité
d'Intervention,
email=dana.adeslandy@nbc.ca, c=CA
Date: 2022.08.31 16:14:52 -04'00'

/We have authority to bind the corporation

Dana Ades-Landy
Senior Manager Special Loans

EXHIBIT A

Canadian Patents and Trademarks

Patent	Patent No.	Current Owner
TEXT ENTRY DEVICE AND METHOD	2716677	Electronic Systems Software Solutions Inc.



Trademark	Serial No./Reg. No.	Current Owner
ZONETV	1751305/TMA1043135	Zone TV Inc.
 ZONETV & Design	1751307/TMA1043179	Zone TV Inc.
ES3	1151642/TMA665616	Electronic Systems Software Solutions Inc.

EXHIBIT B

United States Patents and Trademarks

Patent	Patent No.	Current Owner
TEXT ENTRY DEVICE AND METHOD	9063642	Electronic Systems Software Solutions Inc.

Trademark	Serial No./Reg. No.	Current Owner
ZONETV	86826262	Zone TV Inc.
 ZONETV & Design (abandoned)	86826265	Zone TV Inc.