

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM757824

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lifeworks (US) Ltd.		09/08/2022	Company:
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	600 De La Gauchetière Street West, 4th Floor		
City:	Montreal, QC		
State/Country:	CANADA		
Postal Code:	H3B4L2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5389165	MORNEAU SHEPELL	
Registration Number:	3156278	LIFEBALANCE	
Registration Number:	4274117	LIFEBALANCE	
Registration Number:	1900828	LIFEWORKS	
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>			
Email:	van-ipdocketing@mccarthy.ca		
Correspondent Name:	Vincent Kam-Sun Yip		
Address Line 1:	745 Thurlow Street		
Address Line 2:	Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
ATTORNEY DOCKET NUMBER:	065093544681		
NAME OF SUBMITTER:	Vincent Kam-Sun Yip		
SIGNATURE:	/Vincent Kam-Sun Yip/		
DATE SIGNED:	09/27/2022		
Total Attachments: 4			
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TRADEMARK SECURITY INTEREST RELEASE AGREEMENT

This TRADEMARK SECURITY INTEREST RELEASE AGREEMENT (the “*Trademark Security Release*”) is made as of September 8, 2022, by NATIONAL BANK OF CANADA, in its capacity as administrative agent for the Lenders as defined in the Security Agreement (as defined below) (the “*Administrative Agent*”), in favour of LIFEWORKS (US) LTD. (formerly known as, LifeWorks US Inc.) (the “*Grantor*”).

WHEREAS, the Grantor is party to a security agreement, dated as of June 2, 2008 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “*Security Agreement*”) in favour of the Administrative Agent;

WHEREAS, in accordance with the Security Agreement, the Grantor executed and delivered that certain Canadian trademark security agreement, dated as of August 24, 2018 (as amended, amended and restated, supplemented, waived or otherwise modified from time to time, the “*Trademark Security Agreement*”) pursuant to which the Grantor granted to the Administrative Agent a Lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the trademarks identified in Schedule A attached hereto;

WHEREAS, the Trademark Security Agreement was recorded against the US Trademark Registrations and Applications identified in Schedule A attached hereto with the United States Patent and Trademark Office;

WHEREAS, in accordance with the terms of the payout and discharge letter (the “*Payoff Letter*”) dated on or about the date of this Trademark Security Release and given by the Administrative Agent, the obligations secured by the Trademark Collateral have been repaid or otherwise satisfied to the extent set forth in such Payoff Letter; and

WHEREAS, the Administrative Agent therefore desires to release its Lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent and the Grantor hereby agree as follows:

SECTION 1. Capitalized Terms. All capitalized terms used herein but not otherwise defined herein shall have the meaning ascribed to those terms in the Security Agreement.

SECTION 2. Release of Security Interest. The Administrative Agent hereby terminates and releases to the Grantor the Administrative Agent’s Lien on and security interest in and to all of the Grantor’s right, title and interest in, to and under the Trademark Collateral, including the trademarks identified in Schedule A attached hereto.

SECTION 3. Recordation. The Administrative Agent hereby authorizes and requests that the Commissioner for Trademarks and any other government officials record this Trademark Security Release.

SECTION 4. Governing Law. This Trademark Security Release shall be governed by, and construed in accordance with, the laws of the State of New York without regard to the conflict of laws rules thereof (to the extent such principles or rules are not mandatorily applicable by statute or would require or permit the application of the laws of another jurisdiction).

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IN WITNESS WHEREOF, the Administrative Agent has duly executed and delivered, by its duly authorized officer, this Trademark Security Release as of the date first written above.

NATIONAL BANK OF CANADA, as
Administrative Agent

By: 
Name: Anne-Sophie Thene
Title: Director

By: 
Name: Raphael Perreault
Title: Managing Director

Schedule A

Trademarks

Trademark	Application No.	Registration No.	Current Owner
IMAGE OF MORNEAU SHEPELL	N/A	5389165	Lifeworks (US) Ltd.
LifeBalance	78506163	3156278	Lifeworks (US) Ltd.
LifeBalance	85357140	4274117	Lifeworks (US) Ltd.
LifeWorks	74459640	1900828	Lifeworks (US) Ltd.