

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768860

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|---|------------------------------|---|-----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP | | 11/18/2022 | Limited Partnership: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | MEVOTECH LP | | |
| Street Address: | 240 Bridgeland | | |
| City: | North York, Ontario | | |
| State/Country: | CANADA | | |
| Postal Code: | M6A 1Z4 | | |
| Entity Type: | Limited Partnership: CANADA | | |
| PROPERTY NUMBERS Total: 14 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5692574 | TERRAIN TOUGH XTREME | |
| Registration Number: | 5772455 | MEVOTECH SUPREME CHASSIS PARTS | |
| Registration Number: | 5772454 | X-FACTOR | |
| Registration Number: | 5772453 | MEVOTECH | |
| Registration Number: | 5809852 | INTEGRI-BOOT | |
| Registration Number: | 5542132 | BOOTSTALLER | |
| Registration Number: | 5000938 | MEVOTECH | |
| Registration Number: | 4915391 | ORIGINAL GRADE | |
| Registration Number: | 4607906 | LABOR SAVER | |
| Registration Number: | 4607905 | LABOR SAVER | |
| Registration Number: | 3878438 | SUPREME CHASSIS PARTS PIÈCES DE CHASSIS | |
| Registration Number: | 3688178 | THE X FACTOR | |
| Registration Number: | 3846694 | SUPREME CHASSIS PARTS | |
| Registration Number: | 3688174 | THE X FACTOR CHASSIS PARTS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6123408827 | | |
| <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> | | | |

OP \$365.00 5692574

Phone: 6124926819
Email: ip.docket@dorsey.com
Correspondent Name: Evan P. Everist, Dorsey & Whitney LLP
Address Line 1: 50 South Sixth Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

DOMESTIC REPRESENTATIVE

Name: Evan P. Everist, Dorsey & Whitney LLP
Address Line 1: 50 South Sixth Street
Address Line 2: Suite 1500
Address Line 4: Minneapolis, MINNESOTA 55402-1498

NAME OF SUBMITTER: Evan Everist

SIGNATURE: /Evan Everist/

DATE SIGNED: 11/18/2022

Total Attachments: 3

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RELEASE OF TRADEMARK COLLATERAL AGREEMENT

This RELEASE OF TRADEMARK COLLATERAL AGREEMENT (the "**Release**") is effective as of the 18th day of November, 2022, by and between:

MEVOTECH LP, a limited partnership formed under the laws of the Province of Ontario, having an address of 240 Bridgeland, North York, Ontario, Canada M6A 1Z4 ("**Assignor**"), and

PENFUND CAPITAL FUND IV LIMITED PARTNERSHIP, having an address of 333 Bay Street, Suite 610, Toronto, Ontario, Canada M5H 2R2 ("**Assignee**").

W I T N E S S E T H:

A. Assignor and Assignee entered into that amended and restated subordinated credit agreement dated as of March 29, 2019 (as the same has been or may have been, amended, modified, or restated from time to time, the "**Credit Agreement**").

B. Assignor and Assignee are parties to that certain General Security Agreement dated as of April 8, 2014 (as the same has been or may have been, amended, modified, or restated from time to time, the "**Security Agreement**"), pursuant to which Assignor acknowledged, assigned, mortgaged and pledged a security interest in favor of Assignee in certain Collateral (as defined therein).

C. Assignor and Assignee are parties to that certain Trademark Collateral Agreement dated as of May 17, 2019, which was recorded with the United States Patent and Trademark Office ("**PTO**") on August 9, 2019, at Reel 6717, Frame 0843 (the "**Trademarks Assignment**").

D. Assignor has satisfied all of the Obligations under the Credit Agreement and the Security Agreement and requested that the Assignee terminate and release its security interests in and liens on the Trademark Collateral.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Credit Agreement or the Security Agreement or the Trademarks Assignment, as the case may be.

2) Termination and Release of Security Interest. The Assignee hereby terminates, releases, and discharges its security interest in and liens on the Trademark Collateral, including, without limitation, the Trademarks listed on Exhibit A hereto, and the Assignee hereby assigns and transfers to the Assignor, without representation, warranty or recourse, all of the Assignee's right, title and interest in and to such Trademarks, effective as of the date set forth above.

IN WITNESS WHEREOF, the Assignee has executed this Release effective as of the date written above.

PENFUND CAPITAL FUND IV LIMITED
PARTNERSHIP, by its general partner,
PENFUND CAPITAL PARTNERS IV INC.

By:  _____

By: _____

Exhibit A - SCHEDULE OF TRADEMARKS

Trademarks

| | Serial Number | Reg. Number | Word Mark | Live/Dead |
|----|---------------|-------------|--|-----------|
| 1 | 87507606 | 5692574 | TERRAIN TOUGH XTREME | LIVE |
| 2 | 87465524 | 5772455 | MEVOTECH SUPREME CHASSIS PARTS | LIVE |
| 3 | 87465474 | 5772454 | X-FACTOR | LIVE |
| 4 | 87465459 | 5772453 | MEVOTECH | LIVE |
| 5 | 87465368 | 5809852 | INTEGRI-BOOT | LIVE |
| 6 | 87465404 | 5542132 | BOOTSTALLER | LIVE |
| 7 | 86323912 | 5000938 | MEVOTECH | LIVE |
| 8 | 85839925 | 4915391 | ORIGINAL GRADE | LIVE |
| 9 | 85606616 | 4607906 | LABOR SAVER | LIVE |
| 10 | 85606580 | 4607905 | LABOR SAVER | LIVE |
| 11 | 77506894 | 3878438 | SUPREME CHASSIS PARTS PIECES DE CHASSIS | LIVE |
| 12 | 77506796 | 3688178 | THE X FACTOR | LIVE |
| 13 | 77505675 | 3846694 | SUPREME CHASSIS PARTS | LIVE |
| 14 | 77505664 | 3688174 | THE X FACTOR CHASSIS PARTS | LIVE |