

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		11/30/2022	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Clek Inc.		
Street Address:	226 Lesmill Road		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M3B 2T7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	6104527	LIING	
Registration Number:	4978570	FLLO	
Registration Number:	4614096	FOONF	
Registration Number:	3728765	OZZI	
Registration Number:	3978330	CLEK	
Registration Number:	3974747	OLLI	
Registration Number:	4002585	OOBR	
CORRESPONDENCE DATA			
Fax Number:	4168657048		
<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:	14168657896		
Email:	kaleigh.zimmerman@mcmillan.ca		
Correspondent Name:	McMillan LLP		
Address Line 1:	Brookfield Place, 181 Bay Street, 4400		
Address Line 4:	Toronto, CANADA M5J 2T3		
NAME OF SUBMITTER:	Kaleigh Zimmerman		
SIGNATURE:	/KZ/		
DATE SIGNED:	01/06/2023		

OP \$190.00 6104527

Total Attachments: 4

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TERMINATION LETTER

November 30, 2022

CLEK INC. ("Borrower")

Dear Sirs/Mesdames:

Reference is made to an Amended and Restated Loan Agreement made as of June 15, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") between Comerica Bank ("Bank") and Borrower. Borrower has granted to Bank collateral security to secure its debts and obligations to Bank pursuant to the Loan Agreement and the other Loan Documents, as the case may be. Capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Loan Agreement.

Bank hereby terminates the Loan Agreement and the other Loan Documents except for (a) any provisions of the Loan Documents that survive termination of the Loan Documents, and (b) any Loan Documents relating to Continuing Banking Products Obligations¹, if any (the "Continuing Banking Products Documents").

Bank releases and discharges in full (without any further action by any person) Borrower from any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted Borrower to Bank with respect to any indebtedness or liability of Borrower to Bank pursuant to the Loan Agreement or the other Loan Documents (other than the Continuing Banking Products Documents).

Nothing in this Termination Letter shall affect any present or future rights of Bank (or any of its affiliates) under or in connection with any warrant or success fee letter issued by Borrower to Bank (or any of its Affiliates).

Bank authorizes Borrower and its counsel or designees, to register financing change statements and termination statements (or other similar instrument), and any other discharges, releases, notices or agreements necessary, in all applicable jurisdictions, to discharge the registrations evidencing any security interest or lien securing the obligations of Borrower under the Loan Documents including, without limitation, Canadian and US Intellectual Property Office registrations and each of the PPSA, UCC and other terminations set out in Schedule A hereto.

Bank shall execute in favour of Borrower such other documents or agreements, in form and substance satisfactory Bank and at the sole expense of Borrower, as Borrower may reasonably request, in order to give effect to the intent of this Termination Letter.

The parties agree that this Termination Letter may be executed by electronic signatures. The parties further agree that the electronic signature of a party to this Termination Letter shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this letter, and that an electronically signed copy of this letter shall be deemed (a) to be "written" or "in writing," and (b) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an

¹ "Continuing Banking Products Obligations" means obligations of Borrower (or any Affiliate of Borrower) to Bank or any affiliate of Bank in connection with any products or services requested by Borrower (or any Affiliate of Borrower) and approved by Bank ("Banking Products") including, without limitation, ACH transactions (including overdrafts), foreign exchange transactions and contracts, letters of credit, corporate credit cards and other treasury and cash management products and services (including maintaining deposit or securities accounts), in all cases whether or not provided pursuant to the Loan Agreement or any other Loan Document.

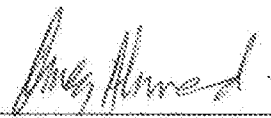
electronic signature technology platform. Borrower hereby agree that Bank shall not have any liability of any nature or kind to any Person, including, but not limited to Borrower, in connection therewith.

This Termination Letter shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein. This Termination Letter may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and such counterparts may be delivered by the parties electronically. Delivery of this Termination Letter by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

Dated: November 30, 2022.

Yours very truly,


COMERICA BANK

By: 
Name: OMEL AHMED
Title: VP

The undersigned hereby acknowledges and agrees to the foregoing.

Dated: November 30, 2022.

CLEK INC.

By: 
Name: Marco Steinigans
Title: Chief Financial Officer

Schedule "A"

Personal Property Security Registrations:

Debtor	Reference File Number	Jurisdiction
Clek Inc.	688148343	Ontario
Clek Inc.	2021061981	District of Columbia

Intellectual Property Security:

CANADIAN PATENTS

Applicant	Owner	Patent	Application/ Registration No.
Clek Inc.	Clek Inc.	CHILD SAFETY SEAT	2892155
Clek Inc.	Clek Inc.	CHILD SAFETY SEAT	2849534
Clek Inc.	Clek Inc.	FOLDABLE STROLLER	2752540
MAGNA MARQUE INTERNATIONAL INC.	Clek Inc.	ADJUSTER AND HINGE FOR CHILD BOOSTER SEAT	2736315

UNITED STATES PATENTS

Assignee	Description	Application/Registration No.
Clek Inc.	CHILD SAFETY SEAT	10,011,200
Clek Inc.	CHILD SAFETY SEAT	9,421,889
Clek Inc.	FOLDABLE STROLLER	8,777,253
Clek Inc.	CHILD SAFETY SEAT	9,878,644
Clek Inc.	ADJUSTER AND HINGE FOR CHILD BOOSTER SEAT	8,894,151
Clek Inc.	CHILD SAFETY SEAT	8,424,964
Clek Inc.	FOLDABLE STROLLER	8,282,120
Clek Inc.	FOLDABLE STROLLER	8,276,935
Clek Inc.	CHILD SAFETY SEAT ASSEMBLY	5,664,830

Assignee	Description	Application/Registration No.
Clek Inc.	CHILD SAFETY SEAT	8,226,162

CANADIAN TRADEMARKS

Owner	Trademark	Application No.	Registration No.
Clek Inc.	LIING	1841731	TMA1066976
Clek Inc.	FOONF	1499572	TMA862461
Clek Inc.	CLEK	1371664	TMA784474
Clek Inc.	NUMB-BUM	1359454	TMA755460
Clek Inc.	OZZI	1392696	TMA750929
Clek Inc.	BUKKIT	1793318	TMA1045156
Clek Inc.	FLLO	1654116	TMA898538
Clek Inc.	CLEKJACKET	1359453	TMA755459
Clek Inc.	OOBR	1307165	TMA753928
Clek Inc.	CLEK	1371664-01	

UNITED STATES TRADEMARKS

Owner	Trademark	Serial/Reg. No.
Clek Inc.	LIING	6104527
Clek Inc.	FLLO	4978570
Clek Inc.	FOONF	4614096
Clek Inc.	OZZI	3728765
Clek Inc.	CLEK	3978330
Clek Inc.	OLLI	3974747
Clek Inc.	OOBR	4002585