# CH \$40.00 33853

ETAS ID: TM779286

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

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SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Silicon Valley Bank		12/22/2022	Bank:

### **RECEIVING PARTY DATA**

Name:	Igloo Inc.
Street Address:	55 King Street West   Suite 200
City:	Kitchener, Ontario
State/Country:	CANADA
Postal Code:	N2G 4W1
Entity Type:	Corporation: CANADA

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3385344	IGLOO

### **CORRESPONDENCE DATA**

**Fax Number:** 4045725100

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.

**Phone:** 4045723728

Email: AAmicoOlchaskey@KSLAW.com

Correspondent Name: Angela Amico Olchaskey

**Address Line 1:** 1180 Peachtree Street, NE | Suite 1600

Address Line 4: Atlanta, GEORGIA 30309

### DOMESTIC REPRESENTATIVE

Name: Patrick Strubbe | Womble Bond Cickinson
Address Line 1: 301 South College Street | Suite 3500

Address Line 4: Charlotte, NORTH CAROLINA 28202

NAME OF SUBMITTER:	Angela Amico Olchaskey	
SIGNATURE:	/AAmicoOlchaskey/	
DATE SIGNED:	01/09/2023	

**Total Attachments: 6** 

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### RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

This Release of Security Int erest in Intellectual Property, dated as of December 22, 2022 (the "Security Release"), is made by Silicon Valley Bank (the "Bank") under that certain Intellectual Property Security Agreement, dated as of September 17, 2015 (the "Security Agreement") by and between Igloo Inc., an Ontario corporation (the "Grantor") and the Bank. Except as otherwise provided herein, capitalized terms used herein but not otherwise defined have the meanings set forth (or incorporated) in the Security Agreement.

WHEREAS, pursuant to the Security Agreement, which was recorded in the records of the United States Patent and Trademark Office on December 9, 2015, at reel 5684, frame 0862, the Grantor granted to the Bank, a Lien on and security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral;

WHEREAS, the Grantor has requested and the Bank has agreed to provide a document suitable for recording in the United States Patent and Trademark Office evidencing and effecting the release, relinquishment and discharge of its security interest and Lien on all Grantor's right, title and interest in, to and under the Intellectual Property Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Bank does hereby agree as follows:

For purposes of this Security Release, "<u>Intellectual Property Collateral</u>" means the following, whether existing as of the date of the Security Agreement or thereafter created or acquired all of the Grantor's right, title and interest in, to and under all the following Collateral of Grantor:

- (a) Any and all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on Exhibit A attached hereto (collectively, the "Copyrights");
- (b) Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, acquired or held:
- (c) Any and all design rights that may be available to Grantor now or hereafter existing, created, acquired or held;
- (d) All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <a href="Exhibit B">Exhibit B</a> attached hereto (collectively, the "Patents");
- (e) Any trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of

the business of Grantor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

- (f) All mask works or similar rights available for the protection of semiconductor chips, now owned or hereafter acquired, including, without limitation those set forth in Exhibit D attached hereto (collectively, the "Mask Works");
- (g) Any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above:
- (h) All licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) All amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and
- (j) All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The Bank, in each case, without recourse, representation or warranty of any kind whatsoever, does hereby terminate the Security Agreement, and terminate, release and discharge the Liens and security interest created under the Security Agreement in the Intellectual Property Collateral, and the entirety of its security interest in all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral and any such right, title and interest of the Bank, if any, shall hereby terminate, cease and become void.

IN WITNESS WHEREOF, the party hereto has caused this Release of Security Interest in Intellectual Property to be duly executed and delivered by its officer thereunto duly authorized as of the date above first written.

Silicon Valley Bank

Name: Marsmanapettanks

Title: Head of Credit Solutions-SVB Canada

# EXHIBIT A

Copyrights

# EXHIBIT B

**Patents** 

<u>Description</u> Reg/app. no. <u>Date</u>

Method and system for providing distributed Application #2569446 November 30, applications

# EXHIBIT C

# Trademarks

Description	Jurisdiction	Registration/ Application <u>Number</u>	Registration/ Application <u>Date</u>
IGLOO (word)	Canada	TMA670814	August 22, 2006
MANUFACTURING INNOVATION NETWORK (word)	Canada	TMA772140	July 16, 2010
MIN (Design)	Canada	TMA769927	June 16, 2010
IGLOO	United States	3385344	February 19, 2008

# EXHIBIT D

Mask Works

TRADEMARK REEL: 007941 FRAME: 0511

RECORDED: 01/09/2023