

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM831850

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest at Reel/Frame 7851/0892		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MIDCAP FINANCIAL TRUST		08/14/2023	STATUTORY TRUST: DELAWARE
RECEIVING PARTY DATA			
Name:	FLPP OPERATIONS, INC.		
Street Address:	350-3250 Bloor St. W.		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M8X 2X9		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5929623	FLIPP	
Registration Number:	5207051	FLIPP	
Registration Number:	5929624	FLIPP	
Registration Number:	5215935	FLIPP	
Registration Number:	5238929	FLYERTOWN	
CORRESPONDENCE DATA			
Fax Number:	6175269899		
<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:	617.526.9836		
Email:	ypan@proskauer.com		
Correspondent Name:	Kristin E. Reimels		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	One International Place		
Address Line 4:	Boston, MASSACHUSETTS 02110-2600		
ATTORNEY DOCKET NUMBER:	11964-484		
NAME OF SUBMITTER:	Kristin E. Reimels		
SIGNATURE:	/Kristin E. Reimels/		
DATE SIGNED:	08/14/2023		

CH \$140.00 5929623

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Termination and Release”), dated as of August 14, 2023, is made by MIDCAP FINANCIAL TRUST, as Agent (in such capacity, the “Agent”) in favor of FLIPP OPERATIONS INC., a corporation formed under the laws of the province of Ontario, (the “Grantor”). All capitalized terms used but not otherwise defined herein have the meanings given to them in the Trademark Security Agreement or the Credit Agreement (as defined in the Trademark Security Agreement), as applicable.

WITNESSETH:

WHEREAS, pursuant to that certain Trademark Security Agreement dated as of September 19, 2022 (the “Trademark Security Agreement”), by the Grantor in favor of the Agent, the Grantor granted to the Agent, for the ratable benefit of certain secured parties, a security interest (the “Security Interest”) in all of the Grantor’s right, title and interest in, to and under (a) all of such Grantor’s Trademark registrations, Trademark applications (other than “intent to use” applications until a verified statement of use is filed and accepted with respect to such applications, to the extent that, and solely during the period in which, the grant of a security interest would impair the validity or enforceability of such “intent to use” United States trademark application under federal Law) and Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto, (b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing, (c) all reissues, continuations, continuations in part, substitutes, extensions, modifications or renewals of and improvements on the foregoing, (d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and (e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement, misappropriation or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark (collectively, the “Trademark Collateral”), as collateral security for the prompt and complete payment and performance when due of certain secured obligations;

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on September 19, 2022, at Reel/Frame 7851/0892; and

WHEREAS, the Agent now desires to terminate the Trademark Security Agreement and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Release of Security Interest. The Agent hereby, without representation, warranty or recourse of any kind, terminates and cancels the Trademark Security Agreement and terminates, cancels, releases, and discharges its Security Interest in the Grantor’s right, title, and interest in, to and under the Trademark Collateral (including all proceeds and products of such Trademark Collateral), and the Agent hereby re-assigns to Grantor any right, title or interest of the Agent in such Trademark Collateral. The Agent hereby (a) authorizes the Grantor and its successors, assigns, designees or other legal representatives to file this Termination and Release with the U.S. Patent and Trademark Office to evidence and effectuate the release and termination of the Agent’s Security Interest in the Trademark Collateral and (b) authorizes the Commissioner for Trademarks to record and register this Termination and Release.

2. Further Assurances. At the Grantor's sole cost and expense, the Agent agrees to execute and deliver all further releases and other documents, and to take all other actions as the Grantor may reasonably request in writing, for the purpose of obtaining the release of the Security Interest.

3. Counterparts; Facsimile or Electronic Delivery. This Termination and Release may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Termination and Release by facsimile or by email as a ".pdf" or ".tif" attachment shall be effective as delivery of a manually executed counterpart of this Termination and Release. The words "execution," "signed," "signature," and words of like import in this Termination and Release, any document delivered pursuant hereto, or any amendment or other modification hereof or thereof shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

4. Governing Law. This Termination and Release shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles.

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IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

MIDCAP FINANCIAL TRUST, as Agent

By: Apollo Capital Management, L.P.,
its investment manager

By: Apollo Capital Management GP, LLC,
its general partner



By: 

Name: Maurice Amsellem
Title: Authorized Signatory

SCHEDULE I

UNITED STATES TRADEMARKS

U.S. Trademark Registrations

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date</u>	<u>Registration No.</u>	<u>Status</u>	<u>Owner Information</u>
FLIPP	87219877	Dec. 10, 2019	5929623	<u>Registered</u>	FLIPP OPERATIONS INC.
FLIPP	86249954	May 23, 2017	5207051	<u>Registered</u>	FLIPP OPERATIONS INC.
	87219938	Dec. 10, 2019	5929624	<u>Registered</u>	FLIPP OPERATIONS INC.
	86249916	Jun. 06, 2017	5215935	<u>Registered</u>	FLIPP OPERATIONS INC.
FLYERTOWN	85471393	Jul. 11, 2017	5238929	<u>Registered</u>	FLIPP OPERATIONS INC.