

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM841103

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Toronto-Dominion Bank		05/30/2023	Chartered Bank:
RECEIVING PARTY DATA			
Name:	Carbon60 Operating Co. Ltd.		
Street Address:	1725 16th Avenue, Suite 100		
City:	Richmond Hill, ON		
State/Country:	CANADA		
Postal Code:	L4B 0B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5947116	CARBON60	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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:	6046437942		
Email:	rrodrigues@mccarthy.ca		
Correspondent Name:	Vincent Yip, c/o McCarthy Tétrault LLP		
Address Line 1:	745 Thurlow Street, Suite 2400		
Address Line 4:	Vancouver, BC, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam-Sun Yip		
SIGNATURE:	/Vincent Kam Sun Yip/		
DATE SIGNED:	09/21/2023		
Total Attachments: 4			
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OP \$40.00 5947116

RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

THIS RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this “**Release**”), dated as of May 30, 2023 (the “**Effective Date**”), is made by **THE TORONTO-DOMINION BANK**, as lender (the “**Lender**”).

WHEREAS:

- A) Carbon60 Operating Co. Ltd. (the “**Grantor**”) entered into a general security agreement dated December 11, 2019 in favour of the Lender (the “**Security Agreement**”);
- B) Pursuant to the Security Agreement, the Grantor entered into Notices of Grant of Security in Trademarks (the “**Agreements**”) pursuant to which the Grantor granted a security interest in and to the intellectual property rights owned by the Grantor (collectively, the “**Security Interest**”), including the trademarks listed in Exhibit “A” attached hereto (the “**IP Collateral**”) to the Lender;
- C) The Lender caused the Agreements, as applicable, to be recorded at the Canadian Intellectual Property Office and the United States Patent and Trademark Office registering notice of the Security Interest against the IP Collateral;
- D) The Lender confirms that it has not assigned or otherwise disposed of its Security Interest in and to any of the IP Collateral; and
- E) The Lender now desires to confirm the termination and release of the Security Interest in and to the IP Collateral.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender agrees as follows:

- 1) The Lender hereby unconditionally and expressly releases, terminates, and extinguishes any and all of its right, title, and interest in and to any and all liens and security interests, including the Security Interest, it may have upon the IP Collateral, which liens and security interests were established under and pursuant to the Security Agreement and the Agreements.
- 2) The Lender hereby directs Canadian Intellectual Property Office, United States Patent and Trademark Office and any other corresponding governmental authority to record this Release in such places as deemed necessary or advisable to give effect hereto.
- 3) The Lender shall, at the request and cost of the Grantor, take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor to more fully and effectively release, terminate and extinguish any such liens and security interests, including the Security Interest, upon the IP Collateral.

4) This Release shall be binding upon the Lender's legal representatives, assigns and successors.

5) Delivery of an executed signature page to this notice by facsimile or other electronic form of transmission by the undersigned shall be as effective as delivery by the undersigned of a manually executed copy of this notice by the undersigned.

IN WITNESS WHEREOF, The Toronto-Dominion Bank, as Lender, has caused this Release to be executed by its duly authorized representative as of the Effective Date.

THE TORONTO-DOMINION BANK, as Lender

By:

A handwritten signature in black ink, appearing to read 'Christina Palma', written over a horizontal line.

Name: Christina Palma

Title: Manager, Commercial Credit

Exhibit A
IP COLLATERAL

Canada

	Trademark	Application No. & Date	Registration No. & Date	Owner Name
1.	CARBON60	App 1814546 App 16-DEC-2016	Reg TMA1008789 Reg 13-NOV-2018	CARBON60 OPERATING CO. LTD.
2.	GLIST	App 1221840 App 23-JUN-2004	Reg TMA641138 Reg 02-JUN-2005	Carbon60 Operating Co. Ltd.
3.	GFORUM	App 1217118 App 12-MAY-2004	Reg TMA634053 Reg 01-MAR-2005	Carbon60 Operating Co. Ltd.

United States

	Trademark	Application No. & Date	Registration No. & Date	Owner Name
1.	CARBON60 CARBON60	App 87453574 App 17-MAY-2017	Reg 5947116 Reg 31-DEC-2019	CARBON60 OPERATING CO. LTD. (Canada)