

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM854362

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
RESUBMIT DOCUMENT ID:	900797438		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		04/28/2014	Corporation:
RECEIVING PARTY DATA			
Name:	MARPORT DEEP SEA TECHNOLOGIES INC.		
Street Address:	50 HARBOUR DRIVE		
Internal Address:	ST. JOHN'S		
City:	NEWFOUNDLAND		
State/Country:	CANADA		
Postal Code:	A1C 6J4		
Entity Type:	Corporation: CANADA		
Name:	MARPORT EHF		
Street Address:	FOSSALEYNI 16		
City:	REYKJAVIK		
State/Country:	ICELAND		
Postal Code:	112		
Entity Type:	Limited Liability Company: ICELAND		
Name:	AIRMAR TECHNOLOGY CORP.		
Street Address:	35 MEADOWBROOK DRIVE		
City:	MILFORD		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03055-4613		
Entity Type:	Corporation: NEW HAMPSHIRE		
Name:	MARPORT CANADA INC.		
Street Address:	50 HARBOUR DRIVE		
Internal Address:	ST. JOHN'S		
City:	NEWFOUNDLAND		
State/Country:	CANADA		
Postal Code:	A1C 6J4		
Entity Type:	Corporation: CANADA		
Name:	MARPORT C-TECH LTD.		

Street Address:	50 HARBOUR DRIVE
Internal Address:	ST. JOHN'S
City:	NEWFOUNDLAND
State/Country:	CANADA
Postal Code:	A1C 6J4
Entity Type:	Limited Corporation: CANADA
Name:	MARINE ROBOTICS INC.
Street Address:	50 HARBOUR DRIVE
Internal Address:	ST. JOHN'S
City:	NEWFOUNDLAND
State/Country:	CANADA
Postal Code:	A1C 6J4
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3361276	MARPORT
Registration Number:	3361275	MARPORT
Registration Number:	3549851	STRATAPIX
Registration Number:	3549853	TRUETRAWL

CORRESPONDENCE DATA

Fax Number: 9783410136

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: 978-341-0036

Email: trademarks@hbsr.com

Correspondent Name: Timothy J. Meagher

Address Line 1: Hamilton, Brook, Smith & Reynolds, P.C.

Address Line 2: 55 Old Bedford Road, Suite 200

Address Line 4: Lincoln, MASSACHUSETTS 01773

ATTORNEY DOCKET NUMBER:	0278.0000-000
NAME OF SUBMITTER:	Timothy J. Meagher
SIGNATURE:	/Timothy J. Meagher/
DATE SIGNED:	11/17/2023

Total Attachments: 6

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SECURITY RELEASE

THIS SECURITY RELEASE is made the *28* day of April, 2014.

BETWEEN: ROYAL BANK OF CANADA, a chartered bank existing under the laws of Canada

(RBC)

-and-

MARPORT DEEP SEA TECHNOLOGIES INC., a corporation existing under the laws of Canada, MARPORT CANADA INC., a corporation existing under the laws of Canada, MARPORT MARINE CANADA INC. a corporation existing under the laws of Canada, MARPORT C-TECH LTD., a corporation existing under the laws of Canada, MARINE ROBOTICS INC., a corporation existing under the laws of Canada and MARPORT EHF., a company existing under the laws of Iceland

(collectively, the Borrowers, and each a Borrower)

-and-

AIRMAR TECHNOLOGY CORP., a company existing under the laws of New Hampshire

(Airmar)

WHEREAS:

- A. The Borrowers have granted the Security (as defined below) to RBC.
- B. Marport Iceland (as defined below) has made the Guarantees (as defined below) in favour of RBC.
- C. By a receivership order of the Supreme Court of Newfoundland and Labrador in Bankruptcy and Insolvency (the Court) dated 9 October 2013, Grant Thornton Limited (the Receiver) was appointed the receiver of all of the assets, undertaking and property of the Canadian Marport Group (as defined below).
- D. By an approval and vesting order of the Court dated 9 October 2013, the Receiver was authorized to complete the transaction between Airmar and the Receiver contemplated by the agreement of purchase and sale entered into by Airmar and the Receiver dated 30 September 2013 in relation to the commercial fishery division of the Canadian Marport Group (the Agreement of Purchase and Sale).

- E. On 11 October 2013 the Receiver and Airmar closed the transactions contemplated by the Agreement of Purchase and Sale, with Airmar purchasing from the Receiver all the assets associated with the commercial fishery division of the Canadian Marport Group, including all of the issued and outstanding shares of Marport Iceland (collectively, the Purchased Assets).
- F. At the request of Airmar, RBC has agreed to release its security in the property subject to the Agreement of Purchase and Sale and its claims against and security from Marport Iceland.

NOW THEREFORE in consideration of the sum of One dollar (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is acknowledged) RBC agrees with the Borrowers as follows:

1. DEFINITIONS

For the purposes of this Release:

C-Tech means Marport C-Tech Ltd.

Canadian Marport Group means MDST, Marport Canada, Marport Marine, C-Tech and Robotics.

Financing Statements means the financing statements registered in the Newfoundland and Labrador Personal Property Registry, the Ontario Personal Property Registry or the District of Columbia Recorder of Deeds with respect to the Security.

Guarantees means the guarantees described at Schedule A to this Release.

IP Registrations means any registrations made in the United States Patent and Trademark Office or the Canadian Intellectual Property Office with respect to the Security.

Iceland Security means the security agreement dated 12 November 2012 made by Marport Iceland in favour of RBC in respect of inventory and accounts of Marport Iceland, registered at the office of notarius publicus at Skogarhlíð 6 í Reykjavík on 22 November 2012 as Registration No. 009999

MDST means Marport Deep Sea Technologies Inc.

Marport Canada means Marport Canada Inc.

Marport Iceland means Marport ehf.

Marport Marine means Marport Marine Canada Inc.

Release means this Security Release, as may be amended, supplemented, modified, replaced or restated from time to time.

Robotics means Marine Robotics Inc.

Security means the security agreements described at Schedule B to this Release.

2. RELEASES AND DISCHARGES


- (1) RBC releases and discharges the Purchased Assets from the Security and all security interests, mortgages, liens, charges and encumbrances created in or over the Purchased Assets under the Security.
- (2) RBC agrees to forthwith amend the Financing Statements to reflect the releases and discharges set out in section 2(1) of this Release.
- (3) RBC agrees to forthwith file, or cause to be filed, a discharge of the IP Registrations.
- (4) RBC releases and discharges the Iceland Security and the security interests, mortgages, liens, charges and encumbrances created by the Iceland Security.
- (5) RBC releases and discharges Marport Iceland from all obligations of Marport Iceland to RBC under the Guarantees and the Iceland Security.
- (6) RBC will execute and deliver any documents or instruments reasonably necessary to evidence and give effect to the release and discharge of the Iceland Security in registerable form under Icelandic law.

3. GENERAL PROVISIONS

- (1) Nothing in this Release constitutes or will be construed as a waiver of any rights or benefits derived from the Security that RBC has in the receivership proceedings of the Canadian Marport Group and nothing herein shall be taken as a waiver of any rights RBC has in the proceeds of the sale pursuant to the Agreement of Purchase and Sale.
- (2) This Release will be governed by and interpreted in accordance with the laws of Newfoundland and Labrador and the federal laws of Canada applicable therein.
- (3) RBC will, from time to time, do all such acts and things and execute and deliver all such further documents and assurances as may be reasonably necessary to carry out and give effect to the terms of this Release.
- (4) This Release may be executed and delivered by pdf, facsimile or other electronic means.

IN WITNESS WHEREOF RBC has executed this Security Release in accordance with its rules and regulations.

ROYAL BANK OF CANADA

Per: 
Name: DAVE NORTHRUP
Title: MANAGER, SPECIAL LOANS
& ADVISORY SERVICES

SCHEDULE A

GUARANTEES

1. Guarantee dated 2 November 2012 made by Marport Iceland in favour of RBC in respect of the obligations of MDST to RBC.
2. Guarantee dated 2 November 2012 made by Marport Iceland in favour of RBC in respect of the obligations of C-Tech to RBC.
3. Guarantee dated 2 November 2012 made by Marport Iceland in favour of RBC in respect of the obligations of Marport Marine to RBC.
4. Guarantee dated 2 November 2012 made by Marport Iceland in favour of RBC in respect of the obligations of Marport Canada to RBC.

SCHEDULE B

SECURITY

1. General Security Agreement dated 27 May 2011 made by MDST in favour of RBC, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No. 9098727 and at the Ontario Personal Property Registry at Registration No. 20130416 0845 1793 9955.
2. General Security Agreement dated 20 July 2007 made by Marport Canada in favour of RBC, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No. 10039485 and at the Ontario Personal Property Registry at Registration No. 20111109 1509 6005 8463.
3. Intellectual Property Security Agreement dated 26 November 2012 made by Marport Canada in favour of RBC; supported in the United States by a financing statement under the *Uniform Commercial Code* (District of Columbia) registered in the Recorder of Deeds for the District of Columbia at Registration No. 2012129199.
4. General Security Agreement dated 7 July 2008 made by Marport Marine in favour of RBC, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No. 7483467 and at the Ontario Personal Property Registry at Registration No. 20130416 0846 1793 9956.
5. General Security Agreement dated 30 June 2009 made by the C-Tech in favour of RBC, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No. 7471381 and at the Ontario Personal Property Registry at Registration No. 19860910 0946 110472.
6. General Security Agreement dated 27 May 2011 made by Robotics in favour of RBC, in respect of which a financing statement was registered at the Newfoundland and Labrador Personal Property Registry at Registration No. 9098736 and in the Ontario Personal Property Registry at Registration No. 20130416 0843 1793 9954.
7. Security Agreement dated 12 November 2012 made by Marport Iceland in favour of RBC in respect of inventory and accounts of Marport Iceland, registered at the office of notarius publicus at Skogarhlíð 6 í Reykjavík on 22 November 2012 as Registration No. 009999.