

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM18894

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		12/19/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Influitive Corporation		
Street Address:	240 Richmond St W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 1V6		
Entity Type:	Corporation: CANADA		
Company Name:	Influitive, Inc.		
Street Address:	c/o Influitive Corporation		
Internal Address:	240 Richmond St W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 1V6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4661219	ADVOCATEHUB	
Registration Number:	4604355	INFLUITIVE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	6102200546		
Email:	ip@agilelegal.com,lisa.scher@agilelegal.com		
Correspondent Name:	Ms. Lisa B Scher		
Address Line 1:	651 N. Broad Street		
Address Line 2:	Suite 308		
Address Line 4:	Middletown, DELAWARE 19709		

OP \$65.00.00 4661219

NAME OF SUBMITTER:	Lisa Scher
SIGNATURE:	Lisa Scher
DATE SIGNED:	02/06/2024
Total Attachments: 5 source=Comerica (final compiled) (1)#page1.tif source=Comerica (final compiled) (1)#page2.tif source=Comerica (final compiled) (1)#page3.tif source=Comerica (final compiled) (1)#page4.tif source=Comerica (final compiled) (1)#page5.tif	



PAYOUT LETTER

December 19, 2023

TO: INFLUITIVE CORPORATION (“**Borrower**”)

AND TO: INFLUITIVE, INC.
(together with Borrower, collectively, “Debtor Entities”)

AND TO: JIGSAW SOFTWARE, LLC (“**JS LLC**”)

RE: Loan Agreement made as of August 30, 2017 **between Comerica Bank (“Lender”)**
 and Borrower (as amended, restated, amended and restated, supplemented or
otherwise modified, the “Comerica Loan Agreement”)

Dear Sirs and Mesdames:

Reference is made to the Comerica Loan Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to them in the Comerica Loan Agreement. Lender has been advised that all outstanding indebtedness and liability of Debtor Entities to Lender under or pursuant to the Comerica Loan Agreement and the other Loan Documents are to be paid out in full other than the Continuing Banking Products Obligations¹ now existing or hereafter arising.

Lender confirms that, as of December 19, 2023 (the “**Contemplated Payoff Date**”), the outstanding principal balance, interest and other sums due to Lender pursuant to the Comerica Loan Agreement and the other Loan Documents (other than the Continuing Banking Products Obligations) are as follows (collectively, the “**Outstanding Obligations**”):

Revolving Facility (C\$)

Aggregate outstanding principal balance as of the Contemplated Payoff Date:	C\$0
Accrued and unpaid interest as of the Contemplated Payoff Date:	C\$0
Accrued unpaid Canadian legal costs as of the Contemplated Payoff Date	<u>C\$5,000.00</u>
TOTAL:	<u>C\$5,000.00</u>

The Outstanding Obligations due to Lender from or on behalf of Debtor Entities on the Contemplated Payoff Date as reflected above (the “Payout Amount”), being C\$5,000.00 plus additional per diem amount of C\$0 (the “Per Diem Amount”) for each additional day in the event that the payout does not occur by 2:00 pm (EST) on the Contemplated Payoff Date is hereinafter referred to as collectively, the

¹ “Continuing Banking Products Obligations” means obligations of Borrower to Lender or any affiliate of Lender in connection with any products or services requested by a Debtor Entity and approved by Bank (“**Banking Products**”) including, without limitation, ACH transactions (including overdrafts), foreign exchange transactions and contracts, deposit accounts, 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.

“Payoff Amount”. For greater certainty, the Per Diem Amount shall be added to the Payoff Amount at 2:00 pm (EST) each day commencing on the day following the Contemplated Payoff Date.

The Lender is delivering this Payout Letter in connection with the completion of a transaction contemplated in an Asset Purchase Agreement to be dated on or about December 19, 2023, pursuant to which JS LLC will purchase all or substantially all of the assets of Borrower (the “Transaction”).

Effective upon receipt by Lender of (i) immediately available funds, by wire transfer or transfers in accordance with the instructions set forth below, in an amount equal to the Payoff Amount (including any Per Diem Amount), (ii) pledge and security agreement executed by the Borrower as security for the Continuing Banking Products Obligations (the “Pledge Agreement”); and (iii) a fully executed counterpart of this payout agreement signed by Debtor Entities (the time at which all of the conditions in the foregoing clauses (i) and (ii) shall first be satisfied is herein referred to as the **“Payoff Effective Time”**), without further action of Borrower, Lender or any other person (subject to the paragraphs below with respect to the Continuing Banking Products Obligations):

- (a) Lender hereby acknowledges and agrees that Debtor Entities have repaid in full all of the Outstanding Obligations to Lender under the Comerica Loan Agreement and the other Loan Documents;
- (b) the Comerica Loan Agreement and the other Loan Documents (other than Loan Documents relating to the Continuing Banking Products Obligations) are hereby cancelled, terminated and of no further force or effect except for any provisions of such Loan Documents that survive termination of the Loan Documents;
- (c) Lender releases and discharges in full (without any further action by any person) Debtor Entities from any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted to Lender with respect to any indebtedness or liability of Debtor Entities to Lender pursuant to the Comerica Loan Agreement or the other Loan Documents (other than Loan Documents relating to the Continuing Banking Products Obligations);
- (d) Lender specifically releases any interest it may have under any insurance policy assigned to it in connection with the Comerica Loan Agreement or the other Loan Documents;
- (e) Lender hereby releases and discharges in full (without any further action by any person) any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted to Lender on Borrower’s assets being purchased by JS LLC in connection with the Transaction (the “Purchased Assets”). For certainty, the Pledged Collateral (as defined in the Pledge Agreement) is not a Purchased Asset; and
- (f) Each Debtor Entity hereby unconditionally and irrevocably fully and forever releases and discharges Lender, each of its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, successors and assigns from any and all known and unknown obligations, claims, demands, causes of action, actions, damages, judgments, costs, expenses, losses and liabilities, whether they exist at the present time or arise in the future of any nature and kind whatsoever (**“Claims”**), which are in any way relating to or arising from the Comerica Loan Agreement or the other Loan Documents.

Nothing in this payout letter shall affect any present or future rights of Lender (or any of its affiliates) under or in connection with any warrant or success fee letter issued by a Debtor Entity to Lender (or any of its affiliates).

Upon the Payoff Effective Time, Lender authorizes and directs 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 held by Lender in any property of Borrower in connection with the Outstanding Obligations, 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.

Lender further agrees to execute and deliver to Borrower such other termination statements, releases, discharges or other agreements, in form and substance satisfactory to Lender and at the sole expense of Borrower, as Borrower may reasonably request, in order to give effect to the intent of this letter.

Wiring instructions for the Payoff Amount are as follows:

Royal Bank of Canada
180 Wellington Street West
Toronto, Ontario M5J 1J1

Bank Number: 003
SWIFT Code: ROYCCAT2
Transit No. 07172
Account No.: C\$-219-888-5
US\$-407-666-7

Beneficiary: Comerica Bank Canada Branch
Beneficiary Address: 222 Bay Street, Suite 2720
TD Tower
Toronto, ON M5K 1J3

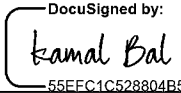
Reference: Inluitive Corporation

The provisions hereof shall enure to the benefit of the respective successors and assigns of the above addressees and shall be binding upon the successors and permitted assigns of Lender. This letter shall be governed by the laws of the Province of Ontario, and the laws of Canada applicable therein. This 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 letter by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

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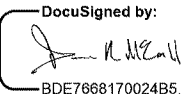
Very truly yours,

COMERICA BANK

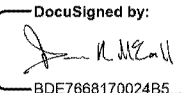
By: 
Name: Kamal Bal
Title: Senior Vice President

Accepted and Agreed:

INFLUITIVE CORPORATION

By: 
Name: Dan McCall
Title: Chief Executive Officer

INFLUITIVE, INC.

By: 
Name: Dan McCall
Title: Chief Executive Officer

Schedule APersonal Property Security Registrations:

Jurisdiction	Debtor Name	File Number
Ontario	Influitive Corporation	728921475
Ontario	PostBeyond Inc.	779327541

Uniform Commercial Code

Jurisdiction	Debtor Name	Registration Number
District of Columbia	Influitive Corporation	2019012839
Delaware	Influitive, Inc.	20190858386

Intellectual Property Security:

CANADIAN TRADEMARKS

Owner	Trademark	Application No.	Registration No.
Influitive Corporation	AdvocateHub	1637893	TMA907501
Influitive Corporation	INFLUITIVE	1637894	TMA907502

UNITED STATES TRADEMARKS

Owner	Trademark	Serial/Registration No.
Influitive Corporation	AdvocateHub	4661219
Influitive Corporation	INFLUITIVE	4604355
PostBeyond Inc.	POSTBEYOND	5077433