

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI90258

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAPITAL D'AMÉRIQUE CDPQ INC.		03/12/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Avison Young (Canada) Inc.		
Street Address:	One South Wacker Drive		
Internal Address:	Suite 300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4681371	AVISON YOUNG	
Registration Number:	5073278	AVISON YOUNG	
Registration Number:	6860028	AVANT	
Registration Number:	6847526	AVANT BY AVISON YOUNG	
Serial Number:	97593160	FLEX FLUENCY	
CORRESPONDENCE DATA			
Fax Number:	2127557306		
<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:	2123268355		
Email:	edolgos@jonesday.com,ccduerr@jonesday.com		
Correspondent Name:	Emma M. Dolgos		
Address Line 1:	250 Vesey Street		
Address Line 4:	New York, NEW YORK 10281		
ATTORNEY DOCKET NUMBER:	754592-000064		
NAME OF SUBMITTER:	Camille Duerr		
SIGNATURE:	Camille Duerr		
DATE SIGNED:	03/13/2024		

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Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS, dated as of March 12, 2024 (this “Release”), is made by CAPITAL D’AMÉRIQUE CDPQ INC., as the lender (in such capacity, together with its successors and permitted assigns, the “Lender”) in favor of AVISON YOUNG (CANADA) INC., a Canadian corporation (the “Grantor”).

1.

Pursuant to that certain Guarantee and Collateral Agreement, dated as of August 11, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the Grantor, each of the other grantors party thereto and the Lender, the Grantor and the Lender entered into a certain Trademark Security Agreement, dated as of August 11, 2023 and recorded in the United States Patent and Trademark Office on August 17, 2023, at Reel 8171, Frame 0638 (the “Trademark Security Agreement”), and, pursuant to the Guarantee and Collateral Agreement and Trademark Security Agreement, the Grantor granted to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement), including the foregoing identified on Schedule A hereto and incorporated herein by reference.

2.

The Lender, without representation, warranty or recourse of any sort, hereby terminates, releases and discharges the grant of and all of its lien on and security interest in, all right, title and interest in, to and under the Trademark Collateral granted under the Trademark Security Agreement, including the foregoing identified on Schedule A hereto and incorporated herein by reference, and hereby terminates and cancels the Trademark Security Agreement. Any right, title or interest of the Lender in such Trademark Collateral shall hereby cease and become void. This Release does not terminate, release or discharge the Lender’s security interest in any intellectual property or any other asset of the Grantor other than the Trademark Collateral.

3.

The Lender hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary and requested by the Grantor to effect the release of the security interest contemplated hereby, at the Grantor’s expense. The Lender hereby authorizes the Grantor or the Grantor’s authorized representative to record this Release with the United States Patent and Trademark Office.

4.

This Release may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Release by electronic transmission shall be as effective as delivery of a manually signed counterpart of this Release. Any signature to this Release may be delivered by facsimile, electronic mail (including pdf_ or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 or the New

York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. The parties hereto hereby consent to the use of electronic signatures in connection with this Release and each amendment, extension or renewal hereof.


5.


THIS RELEASE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(Signature page follows)

IN WITNESS WHEREOF, the Lender has caused this document to be executed on its behalf as of the date first written above.

CAPITAL D'AMÉRIQUE CDPQ, INC.
as Lender

By: 
Name: Alexandre Décary
Title: authorized signatory

By: 
Name: Philippe Charette
Title: authorized signatory

Schedule A

Released Trademarks

Mark	Registered Owner	Application No.	Filing Date	Registration No.	Registration Date
Avison Young	Avison Young (Canada) Inc.	86/310386	June 16, 2014	4681371	February 3, 2015
Avison Young Logo	Avison Young (Canada) Inc.	86/960336	March 31, 2016	5073278	November 1, 2016
AVANT	Avison Young (Canada) Inc.	88/921887	May 18, 2020	6860028	September 27, 2022
AVANT BY AVISON YOUNG	Avison Young (Canada) Inc.	90/293614	November 2, 2020	6847526	September 13, 2022
Flex Fluency	Avison Young (Canada) Inc.	97/593160	September 15, 2022	[Pending]	[Pending]