

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI160023

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks at R/F 8016/0732		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ares Capital Corporation, as Collateral Agent		04/11/2024	Corporation: MARYLAND
RECEIVING PARTY DATA			
Company Name:	Korbitec Inc.		
Street Address:	8 King Street East		
Internal Address:	Suite 1200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5C 1B5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88512129	XCHANGEDOCS	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	2129061209		
Email:	jess.bajada-bartlett@lw.com		
Correspondent Name:	Mrs. Jessica Bajada-Bartlett		
Address Line 1:	1271 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10020		
ATTORNEY DOCKET NUMBER:	040896-0138		
NAME OF SUBMITTER:	Jessica Bajada-Bartlett		
SIGNATURE:	Jessica Bajada-Bartlett		
DATE SIGNED:	04/11/2024		
Total Attachments: 4			
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source=D&D - Release of Security Interest in Trademarks (Korbitec) [Executed](149988460.1)#page3.tif			

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of April 11, 2024, by Ares Capital Corporation, as Collateral Agent for the Secured Parties (in such capacity and together with its successors and permitted assigns in such capacity, the “**Collateral Agent**”), in favor of KORBITEC INC., a company incorporated under the laws of the Province of Ontario (the “**Grantor**”). Capitalized terms used but not defined herein have the meanings given to them (including by reference) in the Security Agreement (as defined below).

WHEREAS, the Grantor and the Collateral Agent are party to (i) that certain Canadian Security Agreement, dated as of December 3, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), and (ii) that certain Trademark Security Agreement dated as of March 24, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Trademark Security Agreement**”), whereby the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all right, title and interest of the Grantor in and to the following (collectively, other than Excluded Assets, the “**Trademark Collateral**”):

- (a) all trademarks, service marks, trade names, corporate names, trade dress, logos, designs, fictitious business names, other source or business identifiers, all applications, registrations and recordings thereof, including the registrations and registration applications in the United States Patent and Trademark Office listed on Schedule A;
- (b) all goodwill connected with the use thereof and symbolized thereby, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) income, fees, royalties, damages, claims and payments now and thereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future infringements, dilutions or other violations thereof, (iii) rights to sue for past, present and future infringements, dilutions, and other violations thereof, and (iv) all other rights, priorities and privileges arising thereunder or pertaining thereto throughout the world; and
- (c) all Proceeds (as defined in the Trademark Security Agreement) thereof;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on March 27, 2023 at Reel/Frame 8016/0732; and

WHEREAS, the Grantor has requested that the Collateral Agent execute and deliver this Release in order to evidence the release of the Collateral Agent’s security interest in the Trademark Collateral for recordation with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, without any representation, warranty or recourse of any kind or nature, hereby (i) terminates and cancels the Trademark Security Agreement, (ii) fully and finally releases, discharges, terminates and cancels its security interest in the Trademark Collateral, and (iii) re-transfers, re-assigns and re-conveys to the Grantor any and all right, title or interest the Collateral Agent may have in or to the Trademark Collateral.

SECTION 10.15 (GOVERNING LAW) OF THE CREDIT AGREEMENT (AS DEFINED IN THE TRADEMARK SECURITY AGREEMENT) IS HEREBY INCORPORATED BY REFERENCE, *MUTATIS MUTANDIS*.

Delivery by facsimile or other electronic transmission of an executed counterpart of a signature page to this Release shall be effective as delivery of an original executed counterpart of this Release and such other Loan Document. The words "execution," "execute", "signed," "signature," and words of like import in or related to any document to be signed in connection with this Release and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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.

[Signature Page Follows]

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

ARES CAPITAL CORPORATION,
as Collateral Agent

By:



Name: Ian Fitzgerald

Title: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

Mark	Serial No.	Registration No.	Registration Date
XCHANGEDOCS	88512129	6252214	January 19, 2021