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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 Assignment ID: TMI163922

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	RELEASE AND DISCHARGE OF INTELLECTUAL PROPERTY SECURITY	

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Comerica Bank		11/26/2021	Chartered Bank: CANADA

### **RECEIVING PARTY DATA**

Company Name:	Traction Guest Inc.
Street Address:	150 2nd Ave N
Internal Address:	Suite 1540
City:	St. Petersburg
State/Country:	CANADA
Postal Code:	33701
Entity Type:	Corporation: CANADA

### **PROPERTY NUMBERS Total: 1**

	Property Type	Number	Word Mark
S	erial Number:	88392598	TRACTION GUEST

### **CORRESPONDENCE DATA**

**Fax Number:** 2123108007

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:** 2123108000

**Email:** juan.arias@weil.com

Correspondent Name: Tess Savage

Address Line 1: Weil, Gotshal & Manges LLP

**Address Line 2:** 767 Fifth Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	T. Savage - 73918.0003
NAME OF SUBMITTER:	JUAN CARLOS ARIAS
SIGNATURE:	JUAN CARLOS ARIAS
DATE SIGNED:	04/12/2024

### **Total Attachments: 3**

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# RELEASE AND DISCHARGE OF INTELLECTUAL PROPERTY SECURITY

TO: Traction Guest Inc. ("**Grantor**")

FROM: Comerica Bank ("Secured Party")

RE: Loan Agreement made as of October 26, 2020 between Secured Party, as lender, and

Grantor, as borrower (as amended, restated, amended and restated, supplemented or

otherwise modified, the "Comerica Loan Agreement")

Security Agreement made as of October 26, 2020 executed by Grantor in favour of the Secured Party (the "Borrower Security Agreement") and Intellectual Property Security Agreement entered into October 26, 2020 by Grantor in favour of the Secured Party (together with the Borrower Security Agreement, collectively, the "Security

Agreements").

FOR GOOD AND VALUABLE CONSIDERATION, including, without limitation, the repayment of all indebtedness, liabilities and obligations owing by Grantor to Secured Party (the receipt and sufficiency of which consideration is hereby acknowledged by Secured Party), Secured Party, having an office at Royal Bank Plaza, 200 Bay Street, Suite 2210, South Tower, P.O. Box 61, Toronto, Ontario, M5J 2J2, hereby unconditionally and expressly releases, terminates and discharges all right, title and interest, including all security interest, in and to the Intellectual Property Collateral (as defined in the Comerica Loan Agreement), including, without limitation, the Intellectual Property listed on Schedule "A". The Secured Party hereby transfers and assigns to the Grantor any right, title or interest of any kind or nature it may have in, to or under the Intellectual Property Collateral, without representation or warranty.

Secured Party authorizes and directs the Canadian Intellectual Property Office ("CIPO") and the United States Patent and Trademark Office ("USPTO") to record this Release and Discharge of Intellectual Property Security and to discharge and remove the lien filings in favour of Secured Party with CIPO and the USPTO against the Intellectual Property Collateral, including, without limitation, the Intellectual Property Collateral set out on Schedule "A" hereto. Secured Party authorizes and directs Grantor and counsel for Grantor (including, without limitation, Fasken Martineau DuMoulin LLP) to file, or cause to be filed, this Release and Discharge with CIPO and the USPTO.

The Secured Party shall, at the reasonable request and cost of the Grantor, take all further actions, and provide to the Grantor, 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, discharge and extinguish any such liens and security interests upon the Intellectual Property Collateral.

This Release shall be binding upon the Secured Party and its legal representatives, assigns and successors.

[SIGNATURE PAGE FOLLOWS]

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TRADEMARK REEL: 008396 FRAME: 0751 IN WITNESS WHEREOF, the undersigned has caused this RELEASE AND DISCHARGE OF INTELLECTUAL PROPERTY SECURITY to be duly executed and delivered as of the date written below.

**COMERICA BANK** 

Dated : November <u>26</u>, 2021

By:

Name: Dave Samra

Title: SVP

# SCHEDULE "A"

### **Trademarks**

# **CANADIAN TRADEMARKS**

Owner	Trademark	Application / Registration No.
Traction Guest Inc.	ZEROTOUCH	2029021
Traction Guest Inc.	TRACTION GUEST	1958300

### **UNITED STATES TRADEMARKS**

Owner	Trade-mark	Serial / Registration No.
Traction Guest Inc.	TRACTION GUEST	88392598

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**RECORDED: 04/12/2024** 

TRADEMARK REEL: 008396 FRAME: 0753