

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roynat Capital Inc.		06/06/2012	CORPORATION:
RECEIVING PARTY DATA			
Name:	Labstat International Inc.		
Street Address:	262 Manitou Drive, Unit 5		
City:	Kitchener		
State/Country:	CANADA		
Postal Code:	N2C1L3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76016986	LABSTAT	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	daschnurr@millerthomson.com		
Correspondent Name:	David J. Schnurr		
Address Line 1:	295 Hagey Blvd., Suite 300		
Address Line 2:	Miller Thomson LLP		
Address Line 4:	Waterloo, ONTARIO N2L6R5		
ATTORNEY DOCKET NUMBER:	146733.0001		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

OP \$40.00 76016986

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

David J. Schnurr

Signature:

/DAVIDSCHNURR/

Date:

07/20/2012

Total Attachments: 7

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RELEASE OF SECURITY AND TERMINATION OF CREDIT ARRANGEMENTS

TO: Labstat International ULC (successor by amalgamation of Apex Acquisition ULC, Newpoint Investments ULC and Labstat International Inc., the "Borrower")

AND TO: The Bank of Nova Scotia, as agent (the "Agent") for and on behalf of itself and the lenders party to the Credit Agreement (as defined below) from time to time (collectively, the "Lenders")

AND TO: Gowling Lafleur Henderson LLP, Borden Ladner Gervais LLP, Miller Thomson LLP (individually and collectively, "Legal Counsel")

RE: Credit Agreement dated as of December 28, 2006 (as amended, modified, restated, supplemented or replaced from time to time, the "Roynat Credit Agreement") between the Borrower, as borrower, and Roynat Capital Inc., as lender ("Roynat") and all instruments, agreements and other documents executed by the Borrower in connection therewith or otherwise in connection with any other credit facilities or credit arrangements established by Roynat in favour of the Borrower (collectively, the "Roynat Loan Documents")

WHEREAS:

- A. Borrower and Roynat are parties to the Roynat Credit Agreement wherein Roynat agreed to make available to the Borrower certain credit facilities;
- B. The Borrower has advised Roynat that the Borrower plans to repay all indebtedness, liabilities and obligations owing to Roynat including, without limitation, all indebtedness, liabilities and obligations owing to Roynat under the Roynat Credit Agreement (collectively, the "Roynat Obligations");
- C. As of the date hereof, the aggregate amount of all indebtedness, liabilities and obligations of the Borrower to Roynat is \$8,062,684.96 (the "Payout Amount").
- D. In connection with the payment of the Payout Amount, Roynat has agreed to execute and deliver this Release of Security and Termination of Credit Arrangements (the "Release and Termination").

NOW THEREFORE, Roynat agrees that:

1. Effective upon payment in full to Roynat of the Payout Amount on or before 3:00 p.m. on June 6, 2012 by wire transfer in accordance with the wire transfer instructions set out on Schedule "B" hereto:
 - (a) Roynat acknowledges and confirms having received from the Borrower payment in full of the Roynat Obligations.

- (b) Roynat remises, releases and forever discharges all security, covenants, indebtedness, obligations and liabilities of the Borrower existing under the Roynat Credit Agreement and each of the other Roynat Loan Documents including, without limitation, all security, covenants, indebtedness, obligations and liabilities granted by the Borrower to or for the benefit of Roynat.
- (c) Roynat remises, releases and forever discharges all mortgages, charges, postponements, subordinations, assignments, hypothecs, security interests and other encumbrances of any and every nature and kind whatsoever granted by the Borrower in connection with the Roynat Credit Agreement and each of the other Roynat Loan Documents including, without limitation, any mortgages, charges, postponements, subordinations, assignments, hypothecs, security interests and other encumbrances (including, without limitation, those perfected by the registration of the financing statements, the charges and mortgages, and the other registrations listed in Schedule "A" attached hereto) in, to, on or in respect of all or any portion of the undertaking, personal property, real property, leasehold property or assets held at the time of payment in full of the Payout Amount by the Borrower (collectively, the "Roynat Existing Security").
- (d) Roynat specifically releases any interest it may have under any insurance policy assigned to it in connection with the Roynat Obligations and Roynat Loan Documents.
- (e) Roynat agrees that all credit facilities established in favour of the Borrower including, without limitation, those credit facilities established in favour of the Borrower pursuant to the Roynat Credit Agreement shall be terminated and cancelled, with no further drawdowns, overdrafts or other credit accommodation permitted thereunder and the Borrower shall have no further obligation or liability to Roynat thereunder.
- (f) Roynat agrees that all credit arrangements with Roynat and the Borrower, the Roynat Credit Agreement and the other Roynat Loan Documents are terminated and are no longer in force and effect.
- (g) Roynat agrees that it will, at the expense of the Borrower, from time to time promptly upon request release and deliver to the Borrower, the Agent or any Lender as the case may be, registerable releases and discharges of any and all of the Roynat Existing Security, and will, at the expense of the Borrower, from time to time at the request of the Borrower, the Agent or any Lender as the case may be, do or cause to be done all such acts, assurances or things and execute and deliver all such confirmations, releases, discharges, agreements, instruments and other documents as may be reasonably necessary to further evidence the releases and discharges provided for in this Release and Termination or to discharge and record the release of any and all of the Roynat Existing Security.
- (h) Roynat authorizes each Legal Counsel and any of their respective agents or representatives to discharge or cause to be discharged all financing statements, registrations, charges, mortgages in favour of Roynat or in connection with the Roynat Credit Agreement or the Roynat Loan Documents (including, without

limitation, those financing statements and mortgages and charges listed in Schedule "A" attached hereto), and this Release and Termination shall be good and sufficient authority for such Legal Counsel or any such agent or representative to do so.

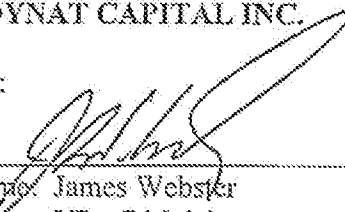
2. Roynat has not sold, transferred, assigned or encumbered or agreed to sell, transfer, assign or encumber any of the Roynat Loan Documents of any of its interest in the collateral described therein or any of the Roynat Obligations.
3. This Release and Termination, to the extent signed and delivered by means of electronic transmission (including, without limitation, facsimile and PDF transmissions), shall be treated in all manner and respects as an original agreement and should be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.
4. This Release and Termination will enure to the benefit of the Borrower, the Agent, each of the Lenders and their respective successors and permitted assigns and be binding on Roynat and its successors and assigns.
5. This Release and Termination will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

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IN WITNESS OF WHICH Roynat has executed this Release and Termination
as of June 6, 2012.

ROYNAT CAPITAL INC.

Per:


Name: James Webster
Title: VP – Risk Management

Name:
Title:

I/We have the authority to bind the Corporation.

SCHEDULE "A"

A. Personal Property Security Act (Ontario) Registrations

	Current Debtor	File No./ Registration No.	Collateral Classification
1.	Labstat International ULC	631758753 20061229 1038 8028 8210	Inventory, Equipment, Accounts, Other, Motor Vehicle
2.	Labstat International ULC	631621305 20061221 1054 8028 8192 Amendment: 20061229 1038 8028 8213	Inventory, Equipment, Accounts, Other, Motor Vehicle
3.	Labstat International ULC	631621323 20061221 1054 8028 8194 Amendment: 20061229 1038 8028 8212	Inventory, Equipment, Accounts, Other, Motor Vehicle
4.	Labstat International ULC	631621341 20061221 1054 8028 8196 Amendment: 20061229 1038 8028 8211	Inventory, Equipment, Accounts, Other, Motor Vehicle

B. Personal Property Security Act (Alberta) Registrations

	Current Debtor	Registration No.	General Collateral Description
5.	Labstat International ULC	06122902775	All present and after-acquired property of the debtor.
6.	Labstat International ULC	06122125757 Amendment: 06122902791	All present and after-acquired property of the debtor.
7.	Labstat International ULC	06122125815 Amendment: 06122902809	All present and after-acquired property of the debtor.
8.	Labstat International ULC	06122125716 Amendment: 06122902825	All present and after-acquired property of the debtor.

C. Intellectual Property Registrations

Notice dated April 3, 2007 filed with the Canadian Intellectual Property Office with respect to the "LABSTAT" trade-mark under registration no. TMA548,905 and file no. 1030976

Notice dated April 3, 2007 filed with the U.S. Patent and Trademark Office under registration no. 900074485A with respect to the "LABSTAT" trade-mark under application no. 76016986 and registration no. 2665113

SCHEDULE "B"

Wire Transfer Instructions

Beneficiary Bank: The Bank of Nova Scotia
Business Support Centre
20 Queen Street West
Toronto, ON M5H 3R3

Beneficiary Customer: Roynat Capital Inc.
40 King Street West, 26th Floor
Toronto, ON M5H 1H1

Bank No.: 002
Transit No.: 47696
Account No.: 80002 00626 18