

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		04/11/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	English Bay Batter L.P.		
Street Address:	201 PORTAGE AVE., #2200		
City:	WINNIPEG		
State/Country:	CANADA		
Postal Code:	R3B 3L3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4674097	ENGLISH BAY	
Registration Number:	4674095	ENGLISH BAY BATTER	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	212 728 8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Rachel Dooley c/o Willkie Farr & Gallagher		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	120272.00027 RD		
NAME OF SUBMITTER:	Rachel S. Dooley		
SIGNATURE:	/rachelsdooley/		
DATE SIGNED:	04/18/2017		
Total Attachments: 2			
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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

April 3, 2017

WHEREAS, English Bay Batter L.P. ("Grantor") entered into a Security Agreement, dated as of September 5, 2014 (as heretofore amended, modified or supplemented, the "Security Agreement") between the Grantor and Bank of Montreal ("Bank"), pursuant to which the Grantor granted a security interest (the "Security Interest") in all of the Grantor's right, title and interest in and to the Trademarks (as defined in the Security Agreement), including without limitation the trademark registrations and applications set forth on the attached Schedule A; and

WHEREAS, the Bank desires to release the Security Interest.

NOW THEREFORE, in consideration of the foregoing, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Bank, intending to be legally bound and without warranty or recourse of any kind, hereby releases its Security Interest held in and to the Trademarks, including without limitation the Trademarks set forth on the attached Schedule A annexed hereto, and hereby, (i) terminates any and all of its rights, powers, privileges and remedies with respect to the Trademarks, (ii) re-conveys, re-assigns, re-transfers and sets over to the Grantor any right, title or interest that the Bank may have acquired in the Trademarks, together with all the goodwill associated therewith, and (iii) releases Grantor from all covenants, obligations, liabilities and warranties under the Security Agreements as related to the Trademarks.

Bank Of Montreal

By: _____

Name: _____

Jeffrey Mycyk

Title: _____

Director

Date: _____

Apr. 11/17

TRADEMARK

REEL: 006037 FRAME: 0669

SCHEDULE A

Trademarks

Mark	Serial No./ Registration No.	Filing Date	Owner
ENGLISH BAY	86/146,224	December 17, 2013	English Bay Batter L.P.
	4,674,097	January 20, 2015	
ENGLISH BAY BATTER and Design	86/145,849	December 17, 2013	English Bay Batter L.P.
	4,674,095	January 20, 2015	