TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1

ETAS ID: TM459495 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

RELEASE OF SECURITY INTEREST **NATURE OF CONVEYANCE:**

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMERICA BANK		01/23/2018	TEXAS BANKING ASSOCIATION: TEXAS

RECEIVING PARTY DATA

Name:	TERAPEAK (CANADA) INC.	
Street Address:	3962 BORDEN STREET	
Internal Address:	SUITE 102	
City:	VICTORIA, BRITISH COLUMBIA	
State/Country:	CANADA	
Postal Code:	V8P 3H8	
Entity Type:	Company: CANADA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3001435	TERAPEAK

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 2149813300

Email: jchester@sidley.com **Correspondent Name:** JULIA M. CHESTER

Address Line 1: 2021 MCKINNEY AVENUE

Address Line 2: **SUITE 2000**

DALLAS, TEXAS 75201 Address Line 4:

NAME OF SUBMITTER:	JULIA M. CHESTER
SIGNATURE:	/JULIA M. CHESTER/
DATE SIGNED:	01/25/2018

Total Attachments: 6

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RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST

This RELEASE OF INTELLECTUAL PROPERTY SECURITY INTEREST (this "Release") is made and effective as of Jan 23,2018 by and between Comerica Bank (the "Bank"), in favor of Terapeak (Canada) Inc., a company existing under the Canada Business Corporations Act (the "Grantor") and its successors, assigns and legal representatives.

WHEREAS, pursuant to that certain Loan Agreement by and between Bank and Grantor dated January 27, 2015 (the "Loan Agreement"), the Grantor executed and delivered to the Bank that certain Intellectual Property Security Agreement dated as of January 27, 2015 (the "IP Security Agreement");

WHEREAS, Grantor pledged and granted to the Bank a security interest in and to all of Grantor's right, title and interest in, to and under certain copyrights, patents and trademarks to secure the obligations of Grantor under the Loan Agreement;

WHEREAS, the Intellectual Property Security Agreement was recorded with the United States Patent and Trademark Office at Reel and Frame No. 5462/0373 on February 19, 2015; and

WHEREAS, in connection with the repayment and satisfaction of all obligations of the Grantor under the Loan Agreement, the Grantor has requested that the Bank enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Bank may have in Grantor's copyrights, patents, and trademarks under the Loan Agreement and the Intellectual Property Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Bank hereby states as follows:

- 1. <u>Release of Security Interest.</u> Bank, on behalf of itself its successors, legal representatives and assigns, hereby terminates the Intellectual Property Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Loan Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following:
 - (a) any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not such copyrights also constitute a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on <u>Exhibit A</u> attached hereto (collectively, the "Copyrights");
 - (b) all patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on <u>Exhibit B</u> attached hereto (collectively, the "Patents");
 - (c) any trademark and service mark rights, whether or not registered, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Grantor connected with and symbolized by such trademarks

and service marks including without limitation those set forth on Exhibit C attached hereto (collectively, the "Trademarks");

- (d) any and all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (e) all licenses or other rights to use any of the Copyrights, Patents, or Trademarks, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (f) all amendments, extensions, renewals and extensions of any of the copyrights, patents or trademarks; and
- (g) all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.
- 2. <u>Further Assurances</u>. Bank agrees to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States, without giving effect to any choice or conflict of law provision or rule.

[Signature Page Follows]

IN WITNESS WHEREOF, Bank has caused this Release of Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

COMERICA BANK

Bv

Name:

Title

Address for Notices:

M/C 7578 39200 Six Mile Road Livonia, MI 48152

Attn: Livonia Operations Center

EXHIBIT A

Copyrights

None

EXHIBIT B

Patents

None

EXHIBIT C

Trademarks

	Application/	Application/
Description	Registration	Registration
	Number	<u>Date</u>
TERAPEAK	78/438,462 /	06/21/2004 /
	3,001,435	09/27/2005

TRADEMARK REEL: 006257 FRAME: 0924

RECORDED: 01/25/2018