

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522450

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WF Fund V Limited Partnership (c/o/b as Wellington Financial LP and Wellington Financial Fund V)		05/06/2019	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Exari Group, Inc.
<b>Street Address:</b>	745 Boylston street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Exari Systems, Inc.
<b>Street Address:</b>	745 Boylston street
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	Exari Limited
<b>Also Known As:</b>	Adsensa Limited
<b>Street Address:</b>	745 Boylston street
<b>Internal Address:</b>	c/o Exari Group, Inc.
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: ENGLAND AND WALES
<b>Name:</b>	Exari Vision, Inc.
<b>Also Known As:</b>	Adsensa Corporation
<b>Street Address:</b>	745 Boylston street
<b>Internal Address:</b>	c/o Exari Group, Inc.
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS

OP \$240.00 86149407

TRADEMARK

<b>Postal Code:</b>	02116
<b>Entity Type:</b>	Corporation: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86149407	ROUNDTRIP
<b>Serial Number:</b>	86149403	ROUNDTRIPPING
<b>Registration Number:</b>	3520343	EXARI
<b>Registration Number:</b>	3520512	
<b>Registration Number:</b>	4686960	ROUNDTRIP
<b>Registration Number:</b>	4686961	ROUNDTRIPPING
<b>Registration Number:</b>	4156431	ADSENSA
<b>Registration Number:</b>	3847076	WORDSENSA
<b>Registration Number:</b>	3686128	WORDSENSA

**CORRESPONDENCE DATA**

**Fax Number:** 6502334545  
*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:** 650-233-4621  
**Email:** seetha.balasubramanian@pillsburylaw.com,  
doctet\_ip@pillsburylaw.com  
**Correspondent Name:** Omar Bailony  
**Address Line 1:** 2550 Hanover Street  
**Address Line 2:** c/o Pillsbury winthrop shaw pittman llp  
**Address Line 4:** Palo Alto, CALIFORNIA 94304

<b>NAME OF SUBMITTER:</b>	Omar Bailony
<b>SIGNATURE:</b>	/s/ Omar Bailony
<b>DATE SIGNED:</b>	05/07/2019

**Total Attachments: 9**

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CANADIAN IMPERIAL BANK OF COMMERCE  
Scotia Plaza  
40 King Street West, Suite 5001  
Toronto, Ontario M5H 3Y2

May 6, 2019

Exari Group, Inc.  
745 Boylston Street Boston, MA 02116

Dear Sir/Madam:

Reference is made to the Loan and Security Agreement dated as of May 30, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”) by and among EXARI GROUP, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (“**Holdings**”), EXARI SOLUTIONS (EUROPE) LIMITED, a company duly organized and validly existing under the laws of Scotland (with company number SC298412) (“**Exari Solutions**”), , EXARI LIMITED, a company duly organized and validly existing under the laws of England and Wales (with company number 04678656 ) (“**Adsensa**” and collectively with Exari Solutions, the “**UK Borrowers**” and each a “**UK Borrower**”), EXARI VISION, INC, a corporation duly organized and validly existing under the laws of the State of Illinois (“**ADSENSA US**”), EXARI SYSTEMS, INC., a corporation duly organized and validly existing under the laws of the State of Delaware (“**US Opco**” and, together with Holdings and Adsensa US, “**US Borrowers**” and each a “**US Borrower**”, and collectively with the UK Borrowers, the “**Borrowers**”), and CANADIAN IMPERIAL BANK OF COMMERCE (successor in interest to WF Fund V Limited Partnership) (the “**Lender**”). Capitalized terms used herein and not otherwise defined have the same meanings herein as in the Credit Agreement.

We understand that, on the Payoff Date referred to below, the Borrowers intend to repay in full all of the obligations and liabilities of the Borrowers to the Lender under or in respect of the Credit Agreement (the “**Obligations**”).

1. This letter will confirm that, upon receipt by the Lender (in the manner specified below) of:

(a) no later than 1:00 p.m., Toronto, Ontario time, on May 6, 2019, a wire transfer of immediately available funds to the Lender in the aggregate amount of \$14,557,655.44, subject to adjustment as set forth in this Section 1 (as so adjusted the “**Payoff Amount**”), consisting of:

(i) \$9,000,000.00 representing outstanding principal, \$537,011.30 representing accrued but unpaid paid-in kind interest (assuming no changes in the outstanding principal amount) on the Term Loan and \$14,102.60 representing accrued but unpaid regularly scheduled cash pay interest (assuming no changes in the outstanding principal amount) on the Term Loan (collectively, the “**Term Loan Principal and Interest**”),

(ii) \$4,800,000 representing outstanding principal and \$5,917.81 representing accrued but unpaid regularly scheduled cash pay interest (assuming no changes in the outstanding principal amount) on the Revolving Loans (collectively with the Term Loan Principal and Interest, the “**Principal and Interest**”)

(iii) \$190,740.23 representing the Prepayment Fee payable by Borrower pursuant to the Credit Agreement (the “**Prepayment Fee**”);

(iv) \$2,383.50 representing fees and expenses of Lender payable by Borrowers pursuant to the Credit Agreement (the “**Fees and Expenses**”); and

(v) \$7,500.00 in respect of legal fees incurred by the Lender (the “**Legal Expenses**”); and

(b) a fully-executed counterpart of this letter agreement signed by the Borrowers;

all of the Obligations (other than contingent obligations which by their terms survive termination of the Credit Agreement and other than obligations related to the Warrant) shall be terminated and satisfied in full (the date on which all of the foregoing conditions shall first be satisfied, the “**Payoff Date**”). If the figures set forth above change, we will so advise the Borrowers and notify them in writing before the Payoff Date of the adjusted figures for the Payoff Amount, reflecting the appropriate changes.

If the Payoff Amount is not received by the Lender by 1:00 p.m., Toronto, Ontario time on May 6, 2019, interest shall accrue on the outstanding loans under the Credit Agreement at a per diem rate of \$4,120.21 (the “Per Diem Amount”) each day thereafter until and including the Payoff Date and the Payoff Amount shall be automatically increased by such per diem amount without any further action by any party hereto. Notwithstanding any other provisions set forth herein, if the Borrowers fail to deliver to Lender a copy of this letter agreement executed by Borrowers and the Payoff Amount (in cash or immediately available funds), each, by 1:00 p.m., Toronto, Ontario time on May 10, 2019, this letter agreement shall be deemed to be null and void *ab initio*.

Upon receipt of the Payout Amount (and any Per Diem Amount, if applicable) by the Lender in accordance with the foregoing, and satisfaction of the other conditions referred to in this Paragraph 1, the Lender hereby releases, terminates and discharges, and authorizes the Borrowers to cause to be released, terminated or discharged, on and with effect from the Payoff Date, all of its security interests and liens created as security for the Obligations.

2. Please transfer the Payoff Amount (and any Per Diem Amount, if applicable) to Canadian Imperial Bank of Commerce pursuant to the instructions attached hereto as Exhibit A, by wire transfer of immediately available funds, for receipt no later than 1:00 p.m., Toronto, Ontario time, on the Payoff Date.

3. The Borrowers hereby confirm that the commitments of the Lender to make any loans or advances under the Credit Agreement are terminated as of the Payoff Date. In addition, on the Payoff Date, the Credit Agreement and all other documents executed in connection therewith (other than the Warrant) shall automatically terminate and be of no further force or effect except for those provisions which by their terms survive the termination of the Credit Agreement. The Warrant is subject to the terms of the Warrant Cancellation Agreement between Holdings and WF Fund V Limited Partnership.

4. The Lender will, concurrently with the satisfaction of the conditions referred to in Paragraph 1 above, and at the sole cost and expense of the Borrowers, (a) execute and deliver, and does hereby authorize the Borrowers and any of their agents, attorneys or designees (including legal advisors), to file any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, discharges of security interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by the Lender with respect to the Obligations, and (b) promptly deliver to the Borrowers (or to any other person as directed by the Borrowers) all original collateral in the possession of the Lender to the extent such collateral relates to the Obligations.

5. Each Borrower agrees to indemnify the Lender from any and all loss, damage or cost or expense (including without limitation, out-of-pocket attorneys' fees and legal expenses) which the Lender may suffer or incur at any time as a result of: any non-payment, claim, refund or dishonor of any checks or other similar items which have been credited by the Lender to the account of Borrowers with the Lender, together with any expenses or other charges incident thereto. Each Borrower's indemnification obligations under this paragraph shall not be affected by Lender's receipt of the Payout Amount and shall survive the termination of the Credit Agreement.

6. Each Borrower acknowledges that the amounts referred to in Paragraphs 1 and 5 above are enforceable obligations of it owed to the Lender pursuant to the provisions of the Credit Agreement and confirms its agreement to the terms and provisions of this letter by returning to the Lender a signed counterpart of this letter. Each Borrower hereby releases, discharges and acquits the Lender and its officers, directors, agents, attorneys and employees and its successors and assigns, from all obligations to such Borrower (and its successors and assigns) and from any and all claims, demands, debts, accounts, contracts, liabilities, actions and causes

of actions, whether in law or in equity, arising out of the Credit Agreement on or prior to the Payoff Date that Borrower at any time had or has, or that its successors and assigns hereafter can or may have against the Lender or its officers, directors, agents, attorneys or employees and its successors and assigns. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

[Remainder of page is intentionally left blank.]

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By: [Signature]  
Name: Mark Usher  
Title: Managing Director  
CIBC Innovation Banking

AGREED:

EXARI GROUP, INC.

By: \_\_\_\_\_  
Name:  
Title:

EXARI SOLUTIONS (EUROPE) LIMITED

By: \_\_\_\_\_  
Name:  
Title: Director

EXARI LIMITED

By: \_\_\_\_\_  
Name:  
Title: Director

EXARI VISION, INC

By: \_\_\_\_\_  
Name:  
Title:

Very truly yours,

CANADIAN IMPERIAL BANK OF COMMERCE

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED:

**EXARI GROUP, INC.**

By: DocuSigned by:  
*Bill Hewitt* \_\_\_\_\_  
Name: William Hewitt  
Title: Chief Executive Officer

**EXARI SOLUTIONS (EUROPE) LIMITED**

By: DocuSigned by:  
*Joseph Bradley* \_\_\_\_\_  
Name: Joseph Bradley  
Title: Director

**EXARI LIMITED**

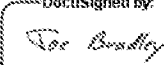
By: DocuSigned by:  
*Joseph Bradley* \_\_\_\_\_  
Name: Joseph Bradley  
Title: Director

**EXARI VISION, INC**

By: DocuSigned by:  
*Joseph Bradley* \_\_\_\_\_  
Name: Joseph Bradley  
Title: Director



**EXARI SYSTEMS, INC.**

DocuSigned by:  
  
By \_\_\_\_\_  
Name: Joseph Bradley  
Title: Director

**EXHIBIT A**  
**Canadian Imperial Bank of**  
**Commerce**  
**USD \$ WIRE INSTRUCTIONS**

Sending Canadian \$ Funds

Clearing Agent / Correspondent	--
Beneficiary Bank	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9
Swift Code / Clearing Code	<b>CIBCCATT</b> Bank ID: 0010 Transit #: 00002
Beneficiary	<b>CIBC CORPORATE CLIENT SUPPORT</b>
Address	40 Dundas Street West, 5th Fl, Toronto, ON, M5L 1A2
Account No.	<b>09-55515</b>
Reference	**Deal / Customer name**
Attention	CAD Loan Operations

Sending US \$ Funds

Clearing Agent / Correspondent	Wells Fargo Bank N.A SWIFT: PNBPU33NNYC ABA: 026005092 Chips: 0509 CIBC chips UID: 015035
Beneficiary Bank	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9
Swift Code / Clearing Code	<b>CIBCCATT</b> Bank ID: 0010 Transit #: 00002
Beneficiary	<b>CIBC CORPORATE CLIENT SUPPORT</b>
Address	40 Dundas Street West, 5th Fl, Toronto, ON, M5L 1A2
Account No.	<b>05-42016</b>
Reference	**Deal / Customer name**
Attention	CAD Loan Operations

