

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM558331

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Full Discharge of Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CANADIAN IMPERIAL BANK OF COMMERCE		01/20/2020	Financial Services Company: CANADA
RECEIVING PARTY DATA			
Name:	Careworx Corporation (now FULLY MANAGED INC.)		
Street Address:	800-515 Leggit Drive		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K2K 3G4		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3542404	TECHNOLOGY-AS-A-SERVICE	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Jordan Potechin		
SIGNATURE:	/Jordan Potechin/		
DATE SIGNED:	01/21/2020		
Total Attachments: 10			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

CANADIAN IMPERIAL BANK OF COMMERCE

- Individual(s)
- Partnership
- Corporation- State: _____
- Other Financial Services Company

Citizenship (see guidelines) Canada

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) January 20, 2020

- Assignment
- Security Agreement
- Other Full Discharge of Security Interest
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Careworx Corporation (now FULLY MANAGED INC.)

Street Address: 800-515 Legget Drive

City: Ottawa

State: Ontario

Country Canada Zip: K2K 3G4

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Ontario, Canada
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s)

3542404

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TECHNOLOGY-AS-A-SERVICE

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: LaBarge Weinstein LLP

Internal Address: _____

Street Address: 800-515 Legget Drive

City: Ottawa

State: Ontario Zip: K2K 3G4

Phone Number: 613-599-9800 x215

Docket Number: _____

Email Address: kestevras@lwlaw.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

January 20, 2020

Date

Jordan Potechin

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1460

Privacy Act Statement for Patent Assignment Recordation Form Cover Sheet

The Privacy Act of 1974 (P.L. 93-579) requires that you be given certain information in connection with the above request for information. This collection of information is authorized by 35 U.S.C. 1, 2, 261 and E.O. 9424. This information will primarily be used by the USPTO for the recordation of assignments related to patents and patent applications. Submission of this information is voluntary but is required in order for the USPTO to record the requested assignment. If you do not provide the information required on the cover sheet, the assignment will not be recorded, and all documents will be returned to you.

After the information is recorded, the records and associated documents can be inspected by the public and are not confidential, except for documents that are sealed under secrecy orders or related to unpublished patent applications. Assignment records relating to unpublished patent applications are maintained in confidence in accordance with 35 U.S.C. 122. Records open to the public are searched by users for the purpose of determining ownership for other property rights with respect to patents and trademarks.

Routine uses of the information you provide may also include disclosure to appropriate Federal, state, local, or foreign agencies in support of their enforcement duties and statutory or regulatory missions, including investigating potential violations of law or contract and awarding contracts or other benefits; to a court, magistrate, or administrative tribunal in the course of presenting evidence; to members of Congress responding to requests for assistance from their constituents; to the Office of Management and Budget in connection with the review of private relief legislation; to the Department of Justice in connection with a Freedom of Information Act request; to a contractor in the performance of their duties; to the Office of Personnel Management for personnel studies; and to the General Services Administration (GSA) as part of their records management responsibilities under the authority of 44 U.S.C. 2904 and 2906. Such disclosure to GSA shall not be used to make determinations about individuals.



January 14, 2020

To: Comerica Bank

And to: Fully Managed Inc. (the “**Borrower**”), Fully Managed Technology Inc., Lime Collar Group Inc., and Mark Scott (together with the Borrower, collectively, the “**Obligors**”)

Re: Payout and Discharge

Dear Sirs and Mesdames:

Reference is made to the Credit Agreement dated as of February 4, 2016, as amended from time to time (together with any guarantees, security documents and other agreements delivered pursuant thereto, the “**Existing Agreements**”) between, inter alios, the Obligors and the undersigned (the “**Lender**”).

The Lender has been advised that all outstanding indebtedness and other obligations owing by the Obligors to the Lender pursuant to the Existing Agreements are to be paid out in full and hereby confirms that, based upon amounts known to the Lender as at the close of business on January 13, 2020, the outstanding principal balance, interest, and other sums due to the Lender (collectively, the “**Obligations**”) pursuant to the Existing Agreements as of January 14, 2020 (the “**Payout Date**”), are as follows:

Operating Facility:	\$4,007,573.77
Term Facility A:	\$1,669,760.52
Term Facility B:	\$4,387,987.53
Collateral Monitoring Fee:	\$500.00
Outstanding Costs:	\$1,904.19
Outstanding Legal Fees	\$29,388.98 USD \$480.00
Legal Fees re Payout	\$2,645.00
Per Diem	\$1,833.49
Total CAD	\$10,099,760.00
Total USD	\$480.00

The total of the Obligations as reflected above, being CAD \$10,099,760.00 and USD \$480.00, is referred to in this letter as the “**Payout Amount**”. The Lender hereby certifies that the Payout Amount, plus any per diem, represents all indebtedness and other obligations owing under or pursuant to the Existing Agreements as of the Payout Date.

Effective upon receipt by the Lender of immediately available funds equal to the Payout Amount, plus any per diem, to the wire particulars set out in Schedule A attached hereto:

- (a) the Lender acknowledges and agrees that the Borrower has repaid all of the Obligations in full;
- (b) the Lender acknowledges and agrees that all credit and loan facilities under the Existing Agreements are, except for any provisions contained therein which, by their terms survive termination, thereof terminated and the Borrower will not be permitted to make any further loans or advances under the Existing Agreements;
- (c) the Lender releases and forever discharges in full (without any further action by any person) the Obligors from any and all liens granted by them in connection with the Existing Agreements (collectively the "**Security**");
- (d) the Lender represents and warrants it has not sold, assigned or encumbered or parted with possession of or granted any interest in any of the Security;
- (e) the Lender grants, releases, remises, reconveys, transfers, assigns, discharges and forever quitclaims and surrenders to the Obligors, without representation by or recourse to the Lender, all of the Obligors' assets of whatsoever nature and kind now covered or intended to be covered by the Security. Except for any provisions contained therein which, by their terms, survive the termination thereof all agreements, documents or other instruments evidencing or comprising the Security, or the indebtedness, liabilities and obligations thereby secured are hereby cancelled and terminated and are of no further force and effect;
- (f) the Lender agrees promptly to execute and deliver to the Obligors, as they may reasonably request, at the Borrower's expense, registrable discharges and releases, of any Security now held by or in favour of the Lender or any caveat, financing statement, financing change statement or notice in respect thereof held by or in favour of it as direct or indirect security for the Obligations. Further, the Lender specifically authorizes and directs, the Borrower, its solicitors, LaBarge Weinstein LLP, and their agents to discharge all security registrations made in favour of the Lender against the Obligors, or any one of them, including, without limitation, those listed in Schedule "B" attached hereto.

From and after the Payout Date, there shall be no overdraft permitted in the Borrower's accounts with the Lender and the Lender shall have the right in its sole discretion to return any cheques or other debits marked "Not Sufficient Funds" or otherwise in accordance with its standard practices. For greater certainty, the Borrower shall have sole responsibility for monitoring the balances in its accounts with the Lender.

If the Payout Amount, plus any per diem, is not received by 1:00 p.m. eastern time on the Payout Date, this letter shall be deemed to be null and void and of no further force and effect.

This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the parties.

Each of the parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require

to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement. Any such acts done by the Lender will be at the expense of the Borrower.

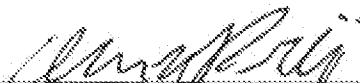
This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

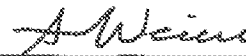
This Agreement may be executed in any number of counterparts, by original or facsimile signature, each of which when so executed shall be deemed to be an original and all of such counterparts taken together shall be deemed to constitute one and the same letter agreement. Delivery of an executed counterpart of this Agreement by facsimile or by electronic transmission in portable document format (PDF) is as effective as delivery of an originally executed copy thereof.

[Remainder of page left intentionally blank]

Yours truly,

CANADIAN IMPERIAL BANK OF COMMERCE

Per: 
Name: Imran Premji
Title: Executive Director
Authorized Signatory

Per: 
Name: ADAM WELES
Title: DIRECTOR
AUTHORIZED SIGNATORY

Agreed and acknowledged as of the date hereof.

FULLY MANAGED INC.

Per: _____
Name: Mark Scott
Title: President

FULLY MANAGED TECHNOLOGY INC.

Per: _____
Name: Mark Scott
Title: President

LIME COLLAR GROUP INC.

Per: _____
Name:
Title:

Witness

MARK SCOTT

Yours truly,

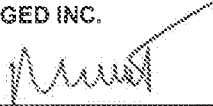
CANADIAN IMPERIAL BANK OF COMMERCE

Per: _____
Name:
Title:

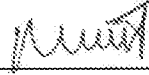
Per: _____
Name:
Title:


Agreed and acknowledged as of the date hereof.

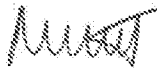
FULLY MANAGED INC.

Per: 
Name: Mark Scott
Title: President

FULLY MANAGED TECHNOLOGY INC.

Per: 
Name: Mark Scott
Title: President


Witness


MARK SCOTT

SCHEDULE "A"

CANADIAN IMPERIAL BANK OF COMMERCE WIRING INSTRUCTIONS



CIBC Credit Processing Services – CAD Loan Ops

Wiring Instructions – Innovation Banking

Item	CAD	USD
Clearing Agent / Correspondent		Wells Fargo Bank N.A SWIFT: PNBPU3N NYC ABA: 026005092 Chips: 0509 CIBC chips UID: 015035
Beneficiary Bank	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9
Swift Code / Clearing Code	CIBCCATT Bank ID: 0010 Transit #: 00002	CIBCCATT Bank ID: 0010 Transit #: 00002
Beneficiary	CIBC CORPORATE CLIENT SUPPORT	CIBC CORPORATE CLIENT SUPPORT
Address	40 Dundas Street West, 5th Fl, Toronto, ON, M5L 1A2	40 Dundas Street West, 5th Fl, Toronto, ON, M5L 1A2
Account No.	09-03612	05-28102
Reference	Innovation Banking/ Customer name / Payment type**	Innovation Banking/ Customer name / Payment type**
Attention	CAD Loan Operations	CAD Loan Operations

SCHEDULE "B"

Personal Property

	Debtors	Jurisdiction	Filing No.
1.	Fully Managed Inc.	Ontario	713535822 713535912 713535939 713535957
2.	Fully Managed Inc.	Prince Edward Island	3861002 3861100
3.	Fully Managed Inc.	British Columbia	199231L
4.	Fully Managed Inc.	Alberta	18120764762 18120764405
5.	Fully Managed Inc.	US	2018122270
6.	Fully Managed Technology Inc.	Ontario	746652708
7.	Fully Managed Technology Inc.	British Columbia	199232L
8.	Fully Managed Technology Inc.	Alberta	18120764536 18120765342
9.	Mark Scott	Ontario	713638035

Intellectual Property

	Debtors	Jurisdiction	Filing/Registration No.
1.	Fully Managed Inc.	United States	900477825 900477875
2.	The Utility Company Ltd. (now Fully Managed Inc.)	United States	4427396
3.	Careworx Corporation (now Fully Managed Inc.)	United States	3542404

No.	Owner	Trademark	Application No.	Registration No.
1.	Fully Managed Technology Inc.	FULLY MANAGED	1465439	TMA788789
2.	Fully Managed Technology Inc.	CREATING PEACE OF MIND	1512694	TMA856453

No.	Owner	Trademark	Application No.	Registration No.
3.	CareWorx Corporation (now Fully Managed Inc.)	CAREWORX	1768294	TMA984769
4.	CareWorx Corporation (now Fully Managed Inc.)	TECHNOLOGY-AS-A-SERVICE	1305098	TMA704015
5.	CareWorx Corporation (now Fully Managed Inc.)	MSPWORX	1870454	
6.	The Utility Company Ltd. (now Fully Managed Inc.)	TUC Design	1561933	TMA853568
7.	The Utility Company Ltd. (now Fully Managed Inc.)	CONNECTED OFFICE	1312694	TMA733217
8.	The Utility Company Ltd. (now Fully Managed Inc.)	BEYOND MANAGED SERVICES	1312695	TMA716582
9.	The Utility Company Ltd. (now Fully Managed Inc.)	THE UTILITY COMPANY	1301226	TMA704707