

TRADEMARK ASSIGNMENT COVER SHEET

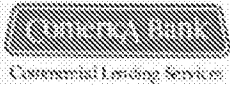
Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM609845

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comerica Bank		05/05/2020	Banking Association: TEXAS
RECEIVING PARTY DATA			
Name:	Packback, Inc.		
Street Address:	55 E. Jackson Blvd., Suite 600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60604		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87276404	P?	
Serial Number:	87105425	FEARLESSLY CURIOUS.	
Serial Number:	86477649	PACKBACK	
CORRESPONDENCE DATA			
Fax Number:			
<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:	312-224-1041		
Email:	trademarks@hmlblaw.com		
Correspondent Name:	Tara Reedy Sliva		
Address Line 1:	Horwood Marcus & Berk Chartered		
Address Line 2:	500 West Madison, Suite 3700		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Tara Reedy Sliva		
SIGNATURE:	/tara reedy sliva/		
DATE SIGNED:	11/19/2020		
Total Attachments: 11			
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OP \$90.00 87276404

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Comerica Bank
39200 Six Mile Road MC 7576
Livonia MI 48152

May 5, 2020

Packback Inc
55 E Jackson Blvd Suite 600
Chicago IL 60604

RE:	Packback Inc	
	("Borrower")	
Dear:	Packback Inc	

Comerica Bank, ("Comerica"), has been informed that Borrower intends to pay off certain indebtedness, owing by Borrower to Comerica. The Payoff Amount (described on Exhibit A attached hereto) assumes no further borrowings under or repayments of any of the obligation(s) to be paid off at any time prior to or on the payoff date. For same-day credit, funds must be in the form of a wire transfer or a check drawn on Comerica Bank. Interest is due to the date the funds are available to Comerica. The Payoff Amount shall increase by the per diem amount for each day until full payment is made, to account for the continued accrual of interest. The Payoff Amount must be verified before submitting final payment. For verification, please contact the Resource Center @ (800) 444-4010. Wired funds must be received by Comerica's Wire Department by 3:00 pm PST or they will be considered received the next business day. Funds should be paid to Comerica pursuant to the following instructions:

Wiring Instructions:		Mailing Instructions:
Comerica Bank ABA: [REDACTED]		(Allow 3-5 days for delivery)
Wire Acct No [REDACTED]		Comerica Bank
For Credit to Obligor Number:	[REDACTED]	[REDACTED]
Customer Name:	Packback Inc	[REDACTED]
Obligation Number:	[REDACTED]	[REDACTED]
Attention:	[REDACTED]	

Upon Comerica's receipt, in immediately available funds, of the Payoff Amount, plus any additional per diem interest accruing from the Payoff Date, Comerica will:

- a) Deem any and all security interests Comerica may have in the property or assets of Borrower or any guarantor to be terminated (except where other obligations owing to Comerica may be secured by the same assets), and release guarantors from any obligations it may have to Comerica under any guaranties of the guarantors supporting the obligations (except where other obligations may be supported by the same guaranties), subject to the reinstatement provision of the guaranties, as provided therein; and
- b) Deliver to Borrower (and file, if required) documentation as reasonable requested by Borrower terminating the subject security interests, including, but not limited to, UCC-3 termination statements and mortgage discharges related to the obligations being paid off. Collateral securing obligations not being paid off will not be released.

In consideration of Comerica delivering the documents described above (collectively, the "Release Documents"), Borrower shall be responsible for filing and/or recording the Release Documents (except where Comerica is required to file the documents), together with any related expenses, with all applicable filing/recording offices.

Comerica's financing arrangement with Borrower is such that the Payoff Amount may not represent all amounts owing to Comerica because of adjustments for returned items, insufficient funds checks, partial credits, provisional credits and

like items taken into consideration in calculating the payoff, discovered errors, errors disclosed by audit (collectively, the "Adjustments"). Also, Borrower likely maintains accounts, with Comerica, which may include, but are not limited to, checking, deposit, payroll and securities accounts, which accrue fees, service charges and other charges (collectively, the "Charges"). Until Borrower closes its accounts with Comerica, these Charges will continue to accrue, and Comerica's rights and interests in the accounts will remain in effect. Moreover, additional legal fees and expenses (the "Expenses") may be incurred in connection with the payoff of the obligations. Comerica has made a good faith attempt to identify the full amount of the obligations, including any Adjustments, Charges and Expenses as of the date of closing (other than Charges payable in the ordinary course of business), and has included such amounts in the Payoff Amount. However, if the Payoff Amount is not accurate for whatever reason, Borrower (and any guarantor(s)) remain liable and must pay the full amount of the obligations due Comerica.

Because of the possibility of Adjustments associated with accounts, Borrower agrees to hold Comerica harmless from any and all losses, damages, deficiencies, liabilities and expenses relating to or caused by the Adjustments, and agrees to pay and indemnify Comerica with respect to any charges related to any Adjustments.

Borrower hereby agrees that, upon termination and release of Comerica's security interests and any related guaranties, Comerica shall have no further obligation to Borrower and Borrower and guarantor hereby forever waive(s), relinquish(es) and release(s) any and all claims against Comerica, its agents or employees, for any and all liabilities and obligations of any kind whatsoever. This letter may be executed and acknowledged in counterparts, each of which shall constitute an original but all of which together shall constitute one and the same original. Counterparts may be delivered by facsimile for signature, with the intention that they shall have the same effect as an original counterpart thereof. The original executed versions of this payoff letter will be promptly delivered to Comerica.



COMERICA BANK, a Texas banking association

By:



is: CA pending approval
Vice President

BORROWER:
ACCEPTED AND AGREED:

By: 
Its: 
Date: 5/18/2020

GUARANTOR:
ACCEPTED AND AGREED:

By: _____
Its: _____

EXHIBIT A
Schedule of Indebtedness
For
Packback Inc. Borrower

Obligation Numbers	#18	#26	#	#	#	#	Aggregate Totals
Principal Amount	\$	\$	\$	\$	\$	\$	\$
Accrued Interest	\$	\$	\$	\$	\$	\$	\$
Current Balance	\$ 0.00	\$	\$	\$	\$	\$	\$
Fees and Expenses	\$	\$	\$	\$	\$	\$	\$
External Legal Fees							
Facility Fees							
Pre-Payment Premium	\$	\$	\$	\$	\$	\$	\$
Late Charge	\$	\$	\$	\$	\$	\$	\$
Escrow Balance (+/-)	\$	\$	\$	\$	\$	\$	\$
Payoff Amount	\$	\$	\$	\$	\$	\$	\$

Payoff Amount as of: May 5, 2020 (payoff date)

Per Diem Interest: \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 13, 2019 by and between COMERICA BANK, a Texas banking association ("Bank") and PACKBACK, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

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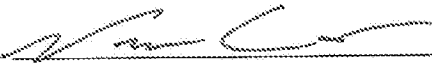
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

55 E. Jackson Blvd., Suite 600
Chicago, IL 6064
Attn: Chief Executive Officer

PACKBACK, INC.

By: 

Name: Rick Currier

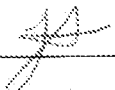
Title: CFO

BANK:

Address of Bank:

39200 Six Mile Road, M/C 7578
Livonia, Michigan 48152
Attn: National Documentation Services

COMERICA BANK

By: 

Name: John Botelho

Title: VP

[Signature Page to Intellectual Property Security Agreement]

EXHIBIT A

Copyrights

Description

Registration Number

Registration Date

None.

EXHIBIT B

Patents

Description

Patent/App. No.

File Date

None.

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration No.</u>	<u>File Date</u>
P?	87276404	12/21/16
FEARLESSLY CURIOUS	87105425	7/15/16
PACKBACK	86477649	12/11/14

