

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM619574

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Comerica Bank		09/11/2020	National Banking Association: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Quantify Labs Inc.		
<b>Street Address:</b>	154 Pearl Street		
<b>Internal Address:</b>	Suite 300		
<b>City:</b>	Toronto, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 1L3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86051996	STREET CONTXT	
<b>Registration Number:</b>	4864709	STREET CONTXT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2156562498		
<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>			
<b>Phone:</b>	215-656-3381		
<b>Email:</b>	pto.phil@dlapiper.com		
<b>Correspondent Name:</b>	IP GROUP OF DLA PIPER LLP (US)		
<b>Address Line 1:</b>	ONE LIBERTY PLACE		
<b>Address Line 2:</b>	1650 MARKET ST. SUITE 5000		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	William L. Bartow		
<b>SIGNATURE:</b>	/williamlbartow/		
<b>DATE SIGNED:</b>	01/11/2021		
<b>Total Attachments: 6</b>			
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## **Termination and Release of Intellectual Property Security Interest**

This **Termination and Release of Intellectual Property Security Interest** (the “IP Release”), effective nunc pro tunc as of September 11, 2020 (the “Effective Date”), is made by and between **QUANTIFY LABS INC.**, a company existing under the Canada Business Corporations Act (the “Grantor”) and **COMERICA BANK**, a Texas banking association and authorized foreign bank under the Bank Act (Canada) (the “Grantee”). Grantor and Grantee are sometimes referred herein as each a “Party” and, collectively, the “Parties.”

**WHEREAS**, pursuant to the terms of (i) that certain Loan Agreement between Grantor and Grantee, dated as of September 30, 2016 (as amended and/or supplemented from time to time, the “Loan Agreement”), (ii) that certain General Security Agreement between Grantor and Grantee, dated as of September 30, 2016 (as amended and/or supplemented from time to time, the “Security Agreement”), and (iii) that certain Intellectual Property Security Agreement between Grantor and Grantee, dated as of September 30, 2016 (as amended and/or supplemented from time to time, the “IP Security Agreement”, and collectively with the Loan Agreement and Security Agreement, the “Loan Documents”), the Grantor has granted to Grantee a security interest in all of Grantor’s right, title and interest, whether presently existing or thereafter acquired, in, to and under all of the Collateral (as defined in the Loan Documents).

**WHEREAS**, the IP Security Agreement was recorded with the United States Patent and Trademark Office on October 19, 2016 at patent assignment Reel 040059, Frame 0823 and on October 19, 2016 at trademark assignment Reel 5903, Frame 0505.

**WHEREAS**, pursuant to that certain Letter Agreement between Grantor and Grantee, dated September 11, 2020 (the “Payoff Letter”), Grantor and Grantee confirm that, as of September 11, 2020, the Outstanding Obligations (as defined in the Payoff Letter) from Grantor to Grantee under the Loan Documents have been repaid in full and the Loan Documents are cancelled, terminated and of no further force or effect, except for any provisions of the Loan Documents that survive termination of the Loan Documents, and Grantee releases and forever discharges in full Grantor from any and all security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted to Grantee pursuant to the Loan Documents.

**WHEREAS**, pursuant to the Payoff Letter and effective as of the Effective Date, Grantee wishes to terminate and release its lien and security interest in the Collateral.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, Grantee hereby represents, warrants, covenants and agrees, for the benefit of Grantor, as follows:

1. **Defined Terms.** Unless otherwise defined herein, capitalized terms defined in the Loan Documents and used herein have the meaning given to them in the applicable Loan Document.
2. **Release of Security Interest.** The Grantee hereby terminates, releases, and discharges its lien and continuing security interest in all of the Grantor’s right, title and interest in, to and under its Intellectual Property, including without limitation, those Copyrights, Patents and

Trademarks listed on Schedule I 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, whether now owned or existing or hereafter acquired or arising (collectively referred to herein as the “Released Collateral”).

3. Further Assurances. Grantee hereby authorizes Grantor to (i) record this IP Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Grantee in the Released Collateral, and/or (iii) otherwise record or file this IP Release in the applicable foreign or domestic governmental office or agency. Grantee hereby further agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts, in each case at Grantor’s expense, as may be reasonably necessary to effect the release of the security interest in the Released Collateral contemplated hereby.

4. Counterparts. This IP Release may be executed in any number of counterparts and by the different Parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Release electronically or by telecopy shall be as effective as delivery of a manually executed counterpart of this IP Release.

5. Successors and Assigns. This IP Release will be binding on and shall inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

6. Severability. Each provision of this IP Release will be interpreted in such a manner as to be effective and valid under applicable law, but if any term or other provision of this IP Release is held to be invalid, illegal or unenforceable under applicable law, all other provisions of this IP Release shall remain in full force and effect.

**[Remainder of page intentionally left blank]**

**IN WITNESS WHEREOF**, the Parties have caused this IP Release to be duly executed by their authorized representatives as of the Effective Date.

**GRANTOR:**

**QUANTIFY LABS INC.**

DocuSigned by:  
By: Blair Livingston  
Name: Blair Livingston  
Title: Director

**GRANTEE:**

**COMERICA BANK**

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

IN WITNESS WHEREOF, the Parties have caused this IP Release to be duly executed by their authorized representatives as of the Effective Date.

**GRANTOR:**

**QUANTIFY LABS INC.**

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

**GRANTEE:**

**COMERICA BANK**

By: Omer Ahmed  
Name: OMER AHMED  
Title: VP

**SCHEDULE I**

Personal Property Security Act (Ontario)

Debtor:                      Quantify Labs Inc.  
 Reference File No:        723771498  
 Registration No.:         20160823 | 400 | 590 | 7078

Uniform Commercial Code (Bureau of Consumer Affairs)

Debtor:                      Quantify Labs Inc.  
 Document No:             2016105566

Intellectual Property

**CANADIAN PATENTS**

Applicant	Owner	Patent	Application/Registration No.
Quantify Labs, Inc.	Quantify Labs, Inc.	ELECTRONIC CONTENT RANKING BASED ON DISTRIBUTION AND CONSUMPTION	2899046
Quantify Labs, Inc.	Quantify Labs, Inc.	COMMISSION ALLOCATION BASED ON ELECTRONIC INFORMATION CONSUMPTION	2891146
Blair Livingston	Quantify Labs, Inc.	SYSTEM AND METHOD FOR DISTRIBUTION AND CONSUMPTION OF CONTENT	2869233

**US PATENTS**

Applicant	Owner	Patent	Application/Registration No.
Quantify Labs, Inc.	Quantify Labs, Inc.	ELECTRONIC CONTENT RANKING BASED ON DISTRIBUTION AND CONSUMPTION	4/815148
Quantify Labs, Inc.	Quantify Labs, Inc.	COMMISSION ALLOCATION BASED ON ELECTRONIC INFORMATION CONSUMPTION	4/83051
Blair Livingston	Quantify Labs, Inc.	SYSTEM AND METHOD FOR DISTRIBUTION AND CONSUMPTION OF CONTENT	4/526494

**EUROPEAN PATENTS**

Applicant	Owner	Patent	Application/Registration No.
Quantify Labs, Inc.	Quantify Labs, Inc.	ELECTRONIC CONTENT RANKING BASED ON DISTRIBUTION AND CONSUMPTION	15179293.A
Quantify Labs, Inc.	Quantify Labs, Inc.	COMMISSION ALLOCATION BASED ON ELECTRONIC INFORMATION CONSUMPTION	15187349.B

CANADIAN TRADE-MARKS

Owner	Trade-mark	Application/Registration No.
Quantify Labs, Inc.	STREET CONTEXT	TMA6273809

US TRADE-MARKS

Owner	Trade-mark	Application/Registration No.
Quantify Labs, Inc.	STREET CONTEXT	86421596
Quantify Labs, Inc.	STREET CONTEXT	864799

EUROPEAN TRADE-MARKS

Owner	Trade-mark	Application/Registration No.
Quantify Labs, Inc.	STREET CONTEXT	012641725