

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628170

<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>
Coamerica Bank		05/26/2017	Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Masstech Americas Inc.		
<b>Street Address:</b>	6992 Columbia Gateway dr. #160		
<b>City:</b>	Columbia		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21046		
<b>Entity Type:</b>	Incorporated Association: MARYLAND		
<b>Name:</b>	Masstech Innovations Inc.		
<b>Street Address:</b>	140 Allstate PKWY		
<b>City:</b>	Markham		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	L3R 5Y8		
<b>Entity Type:</b>	Incorporated Association: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3282244	MASSTECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2159814750		
<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>	2159814148		
<b>Email:</b>	heather.attwood@troutman.com		
<b>Correspondent Name:</b>	Troutman Pepper Hamilton Sanders LLC		
<b>Address Line 1:</b>	3000 Two Logan Square		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	Coamerica		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Troutman Pepper Hamilton Sanders LLC		

CH \$40.00 3282244

<b>Address Line 1:</b>	3000 Two Logan Square
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103
<b>NAME OF SUBMITTER:</b>	HEATHER ATTWOOD
<b>SIGNATURE:</b>	/HEATHER ATTWOOD/
<b>DATE SIGNED:</b>	02/24/2021
<b>Total Attachments: 6</b> source=Comerica Payout Letter#page1.tif source=Comerica Payout Letter#page2.tif source=Comerica Payout Letter#page3.tif source=Comerica Payout Letter#page4.tif source=Comerica Payout Letter#page5.tif source=Comerica Payout Letter#page6.tif	

May 26, 2017

**TO:** MASSTECH INNOVATIONS INC. and MASSTECH AMERICAS INC. (collectively, "Borrower")

**AND TO:** ARCHIVE BIDCO LIMITED (the "Purchaser")

**AND TO:** COVINGTON FUND II INC. ("Covington")

**RE:** Loan Agreement made as of December 23, 2015 between Comerica Bank ("Lender") and Borrower (as amended, restated, amended and restated, supplemented or otherwise modified, the "Comerica Loan Agreement")

Dear Sirs and Mesdames:

Reference is made to the Comerica Loan Agreement. Unless otherwise defined herein, capitalized terms used herein shall have the respective meanings ascribed to them in the Comerica Loan Agreement.

Lender has been advised that all outstanding indebtedness and liability of Borrower to Lender under or pursuant to the Comerica Loan Agreement and the other Loan Documents are to be paid out in full (other than the Continuing Credit Cards (as defined and described in this letter)). The Lender confirms that, as of May 26, 2017 (the "Contemplated Payoff Date"), the outstanding principal balance, interest and other sums due to Lender (collectively, the "Outstanding Obligations") pursuant to the Comerica Loan Agreement and all guarantees, security agreements, mortgages, subordination agreement, intercreditor agreements, pledge agreements, blocked account agreements and other documents and instruments relating thereto (together with the Comerica Loan Agreement, the "Loan Documents") are as follows:

Aggregate C\$ outstanding principal balance of the Revolving Facility as of the Contemplated Payoff Date:	C\$0
Accrued and unpaid C\$ interest under the Revolving Facility as of the Contemplated Payoff Date:	C\$0
Other amounts: accrued unpaid legal costs as of the Contemplated Payoff Date (including taxes and disbursements)	C\$5,200.00
<b>Canadian Dollar TOTAL:</b>	<b>C\$5,200.00</b>

The Outstanding Obligations due to Lender from or on behalf of Borrower on the Contemplated Payoff Date as reflected above, being the sum of C\$5,200.00 plus additional per diem amount of C\$0 (the "Per Diem Amount") for each additional day in the event that the payout does not occur by 2:00 pm on the Contemplated Payoff Date is hereinafter referred to as collectively, the "Payoff Amount". For greater certainty, the Per Diem Amount shall be added to the Payoff Amount at 2:00 pm each day commencing on the day following the Contemplated Payoff Date.

Effective upon receipt by Lender of (i) immediately available funds, by wire transfer or transfers in accordance with the instructions set forth below, in an amount equal to the Payoff Amount (including any Per Diem Amount), (ii) US\$35,000 and C\$15,000 (collectively, the "Credit Card Cash Collateral") to be held by Lender pursuant to the terms of two separate Pledge and Security Agreements dated as of the date hereof between the

<sup>1</sup> Excluding any Obligations arising as a result of the Continuing Credit Cards (as defined and described in this letter).

applicable Borrower and Lender (collectively, the "Cash Collateral Agreements") in connection with Obligations relating to credit cards issued by Lender in favour of the applicable Borrower (the "Continuing Credit Cards"), and (iii) a fully executed counterpart of this payout agreement signed by the Borrower (the time at which all of the conditions in the foregoing clauses (i), (ii), and (iii) shall first be satisfied is herein referred to as the "Payoff Effective Time"), without further action of the Borrower, Lender or any other person (subject to the paragraphs below with respect to the Continuing Credit Cards):

- (a) Lender hereby acknowledges and agrees that Borrower has repaid in full all of the Outstanding Obligations of Borrower to Lender under the Comerica Loan Agreement and the other Loan Documents;
- (b) the Loan Documents (other than the Treasury Management Comerica Card Solutions Agreement(s) relating to the Continuing Credit Cards and Cash Collateral Agreements) are hereby cancelled, terminated and of no further force or effect except for any provisions of such Loan Documents that survive termination of the Loan Documents;
- (c) Lender irrevocably releases and forever discharges in full (without any further action by any person) Borrower from any and all Security (as defined in the Comerica Loan Agreement and any and all other security interests, assignments, mortgages, charges, pledges, liens and hypothecs (collectively, the "Security Interests") held by or granted to Lender with respect to any indebtedness or liability of Borrower to Lender pursuant to the Loan Documents (other than the Cash Collateral Agreements);
- (d) Lender irrevocably releases and forever discharges in full (without any further action by any period) Covington from any and all obligations of Covington pursuant to (i) the guarantee dated June 22, 2015 given by Covington in favour of Lender (the "Covington Guarantee") in respect of any Indebtedness (as such term is defined in the Covington Guarantee) and (ii) the subordination agreement dated June 22, 2015 made between Covington and the Lender (the "Covington Subordination Agreement"), and acknowledges and agrees that the Covington Guarantee and the Covington Subordination Agreement are hereby cancelled, terminated and of no further force or effect;
- (e) Lender irrevocably specifically releases any interest it may have under any insurance policy assigned to it in connection with the Loan Documents; and
- (f) Borrower hereby unconditionally and irrevocably fully and forever releases and discharges Lender, each of its subsidiaries and affiliates, and each of their respective shareholders, directors, officers, employees, successors and assigns from any and all known and unknown obligations, claims, demands, causes of action, actions, damages, judgments, costs, expenses, losses and liabilities, whether they exist at the present time or arise in the future of any nature and kind whatsoever, which are in any way relating to or arising from the Loan Documents (other than the Cash Collateral Agreements).

Nothing in this payout letter shall affect any present or future rights of Lender (or any of its affiliates under or in connection with any warrant issued by a Borrower to Lender (or any of its affiliates) unless such warrant is terminated pursuant to a separate agreement between the applicable Borrower and Lender (or its affiliate(s)), as the case may be.

Upon the Payoff Effective Time, Lender irrevocably agrees to register financing change statements, releases of liens, discharges, termination statements and other release documentation to discharge the registrations (including any filing in favour at CIPO and USPTO) made in connection with the Loan Documents and the Security Interests, including, without limitation, the registrations set out in Schedule A hereto, except for the following:

- (a) financing statement registered under the *Personal Property Security Act* (Ontario) against Masstech Innovations Inc. as Registration Number 707274576 which shall be amended to

reference "Accounts, Other", to delete references to "Inventory", "Equipment", and "Motor Vehicle Included" and insert the following collateral description:

"The sums of C\$15,000 held at Comerica Bank in Comerica Bank, Canada Branch Two Day Notice Deposit Reference Number • (or any and all other deposit account(s) of the Debtor established with Comerica Bank from time to time in replacement or substitution therefor including any deposit account(s) established with a new account number(s), whether required by Comerica Bank, upon maturity or renewal of any time deposit or otherwise) and all interest paid thereon."

- (b) financing statement registered under the *Personal Property Security Act* (Ontario) against Masstech Americas Inc. as Registration Number 690213654 which shall be amended to reference "Accounts, Other", to delete references to "Inventory", "Equipment", and "Motor Vehicle Included" and insert the following collateral description:

"The sums of US\$35,000 held at Comerica Bank in Comerica Bank, Canada Branch Two Day Notice Deposit Reference Number • (or any and all other deposit account(s) of the Debtor established with Comerica Bank from time to time in replacement or substitution therefor including any deposit account(s) established with a new account number(s), whether required by Comerica Bank, upon maturity or renewal of any time deposit or otherwise) and all interest paid thereon."

(together, the "Cash Collateral Agreement Registrations").

Lender hereby agrees to take all reasonable additional steps requested by the Borrower as may be necessary to release its Security Interests (other than in respect of the Cash Collateral Agreements) and irrevocably authorizes Borden Ladner Gervais LLP and • [US counsel], as counsel to the Purchaser, and their respective agents, to register, if not registered by the Lender or its counsel in accordance with the terms hereof, at the sole expense of the Borrower, all such documents, instruments, deeds, statements and other writings as are necessary or required to discharge all registrations, filings and recordings in respect of the Loan Documents and the Security Interests, including, without limitation, the registrations set out in Schedule A hereto, other than the Cash Collateral Agreement Registrations.

Upon termination by Borrower of the Continuing Credit Cards and payment by Borrower of all amounts owing pursuant thereto, Lender hereby:

- (a) covenants and agrees to forthwith return to Borrower the balance of the Credit Card Cash Collateral then held by Lender pursuant to the Cash Collateral Agreements;
- (b) confirms and agrees that Borrower shall be released and forever discharged in full (without any further action by any person) from the Cash Collateral Agreements and all other security interests, assignments, mortgages, charges, pledges, liens and hypothecs held by or granted to Lender with respect to the Continuing Credit Cards; and
- (c) covenants and agrees to register financing change statements, releases of liens, discharges, termination statements and other release documentation to discharge the registrations made under the *Personal Property Security Act* (Ontario) against Masstech Innovations Inc. as Registration Number 707274576 (amended as aforesaid) and against Masstech Americas Inc. as Registration Number 690213654 (amended as aforesaid) and any other registrations which may have been registered in connection with the Continuing Credit Cards or the Cash Collateral Agreements.

Borrower agrees to pay fees and expenses incurred by Lender in preparing and filing the financing change statement(s) referenced above, which fees and expenses are included in the Outstanding Obligations (other than fees and expenses relating to the preparing and filing of the financing change statement(s) required to discharge the Cash Collateral Agreement Registrations which shall be paid by Borrower to Lender at the time of filing of such financing change statements). Lender further agrees to execute and deliver to Borrower such other termination statements,

releases, discharges or other agreements, in form and substance satisfactory to Lender and at the sole expense of Borrower, as Borrower may reasonably request, in order to give effect to the intent of this letter.

Wiring instructions for the Payoff Amount are as follows:

Royal Bank of Canada  
180 Wellington Street West  
Toronto, Ontario M5J 1J1

Bank Number: 003  
SWIFT Code: ROYCCAT2  
Transit No. 07172  
Account No.: C\$-219-888-5  
US\$-407-666-7

Beneficiary: Comerica Bank Canada Branch  
Beneficiary Address: Suite 2210, South Tower  
Royal Bank Plaza  
200 Bay Street  
Toronto, Ontario M5J 2J2

Reference: Masstech Innovations Inc.

Lender hereby acknowledges and agrees that the variable rate note issued by Masstech Innovations Inc. (in its former name of 2469466 Ontario Inc.) to Lender dated June 22, 2015 (the "Variable Rate Note") has matured as of July 22, 2015 and that Masstech Innovations Inc. has repaid or otherwise provided for and satisfied all of its indebtedness and obligations to Lender pursuant to the Variable Rate Note and the security interests related thereto have been irrevocably and permanently terminated in full and the security interests related thereto have been released and forever discharged in full.

The provisions hereof shall enure to the benefit of the respective successors and assigns of the above addressees and shall be binding upon the successors and assigns of Lender.

This letter shall be governed by the laws of the Province the Ontario, and the laws of Canada applicable therein.

This letter may be executed in several counterparts, each of, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement, and such counterparts may be delivered by the parties electronically.

Delivery of this letter by facsimile, e-mail or other functionally equivalent electronic means of transmission constitutes valid and effective delivery.

[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK]

Very truly yours,

COMERICA BANK

By: Omair Ahmed  
Name: OMAR AHMED  
Title: VP

Accepted and Agreed:

MASSTECH INNOVATIONS INC.

By: Joseph H. J.  
Name:  
Title:

MASSTECH AMERICAS INC.

Joseph H. J.  
Name:  
Title:

Schedule A

PPSA/UCC:

Jurisdiction	Debtor	Registration No.	Expiry Date
Ontario	1293551 Ontario Inc.	690213672 - 20130912 1043 1590 7307 Amended by: 20150623 1014 1590 8199	September 12, 2018
Ontario	Masstech Group Inc.	690213717 - 20130912 1045 1590 7308	September 12, 2018
District of Columbia	1293551 Ontario Inc.	2013133426	December 2, 2018
District of Columbia	Masstech Group Inc.	2013117586	October 15, 2018
Delaware	Masstech Americas Inc.	20134510294	November 15, 2018
Delaware	Masstech Americas Inc.	20163605068	June 15, 2021
District of Columbia	Masstech Innovations Inc.	2016060757 Amended by: 2016061823	June 16, 2021

Intellectual Property:

Jurisdiction	Debtor	Registration No.	IP Category
United States	Masstech Group Inc.	900268836	Trademarks: 3273961, 3380113, 3383914, 3387429, 3380114, 3597015, 3273964, 3741471, 3659726, 3282244, 3662744, 3572374, 3905315
United States	Masstech Group Inc.	502531469	Patent: 7873702
United States	Masstech Innovations Inc.	900376490	Trademarks: 3273961, 3273964, 3741471, 3282244, 3905315
United States	Masstech Innovations Inc.	503984237	Patent: 7873702