

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM628688

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CORTLAND CAPITAL MARKET SERVICES LLC		02/26/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	DEALER-FX GROUP INC.		
Street Address:	80 Tiverton Court		
City:	Markham, ON L3R 0G4		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4478184	DEALER-FX	
Registration Number:	4464559	DEALER-FX	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	24782-2		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	02/26/2021		
Total Attachments: 3			
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TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT

This **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT** (this "Termination"), dated as of February 26, 2021, is made by **CORTLAND CAPITAL MARKET SERVICES LLC**, a Delaware limited liability company, as collateral agent for itself and the Secured Parties (in such capacity, together with its successors and assigns in such capacity, "Collateral Agent"), in favor of **DEALER-FX GROUP INC.**, a British Columbia corporation ("Grantor").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of February 1, 2018 (as amended, restated, supplemented, or modified from time to time, the "Trademark Security Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Trademark Security Agreement), by and among Collateral Agent and Grantor, Grantor granted, assigned and pledged to Collateral Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the Trademark Collateral (the "Security Interest");

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on February 2, 2018 at Reel 6264, Frame 0118 and on February 4, 2018 at Reel 6265, Frame 0132; and

WHEREAS, Collateral Agent has agreed to terminate and release its Security Interest in Grantor's entire right, title and interest in, to and under the Trademark Collateral, including those identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, receipt and sufficiency of which are hereby acknowledged, Collateral Agent hereby terminates, discharges, cancels and releases all mortgages, liens, collateral assignments, pledges and Security Interest granted to Collateral Agent in the Trademark Collateral.

Collateral Agent hereby reassigns, grants and conveys to Grantor, without any representation, recourse or undertaking by Collateral Agent, any and all of Collateral Agent's right, title and interest in, to and under the Trademark Collateral.


Collateral Agent agrees to take all further actions, and provide to Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor, at Grantor's sole cost and expense, to more fully and effectively effectuate the purposes of this Termination.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Collateral Agent has caused this Termination to be duly executed as of the date first set forth above.

COLLATERAL AGENT:

CORTLAND CAPITAL MARKET SERVICES LLC

By:  _____

Name:

Title:

Matthew Trybula
Associate Counsel



{Signature Page to Termination and Release of Trademark Security Agreement}

**TRADEMARK
REEL: 007205 FRAME: 0349**

SCHEDULE A

**TRADEMARK COLLATERAL
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

Trademark Registrations:

Owner	Mark	Country	Status	Filing/ Registration Date	Application/ Registration No.
Dealer-FX Group Inc.		US	Active	12/04/2014	4478184
Dealer-FX Group Inc.		US	Active	01/14/2014	4464559

Trademark Applications:

None.