

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM665720

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Termination and Release of Security Interest in Trademarks		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PNC Bank Canada Branch, as Agent		07/29/2021	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flynn Canada Ltd.		
<b>Street Address:</b>	6435 Northwest Drive		
<b>City:</b>	Mississauga, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4V 1K2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86197544	FLYNN AMERICA	
<b>Serial Number:</b>	86197617	FLYNN	
<b>Registration Number:</b>	4843712	FLYNN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132897727		
<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>	2134262623		
<b>Email:</b>	measonpriest@goodwinlaw.com		
<b>Correspondent Name:</b>	Michele Eason-Priest		
<b>Address Line 1:</b>	601 S Figueroa St Fl 41		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90017		
<b>ATTORNEY DOCKET NUMBER:</b>	134185.324777		
<b>NAME OF SUBMITTER:</b>	Michele A. Eason-Priest		
<b>SIGNATURE:</b>	/s/ Michele A. Eason-Priest		
<b>DATE SIGNED:</b>	08/06/2021		
<b>Total Attachments: 4</b>			
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## TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (the “Release”) is made this 29th day of July, 2021 (the “Release Date”) by PNC Bank Canada Branch, as Agent (as defined below, and hereinafter referred to as the “Secured Party”), having an address of 130 King Street West, Suite 240, Toronto, M5X 1EF, Canada, for the benefit of Flynn Canada Ltd., a corporation amalgamated under the federal laws of Canada (the “Debtor”) having an address of 6435 Northwest Drive, Mississauga, Ontario L4V 1K2.

WHEREAS, Debtor has entered into that certain General Security Agreement, dated as of June 27, 2014 (as at any time prior to the date hereof amended, supplemented or otherwise modified, the “Security Agreement”) with Secured Party, in its capacity as Lender and as agent for the benefit of itself, the Issuer, and the Lenders under the Credit Agreement (the Secured Party in such capacity, together with any successor, the “Agent”), pursuant to which Debtor granted to Secured Party a continuing security interest in and to and a continuing lien upon certain assets of the Debtor, including, without limitation, all trademarks, service marks, trade names, trade dress, Internet domain names or other indicia of trade origin, whether registered or unregistered, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Exhibit A attached hereto and made a part hereof, and including, without limitation, (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past, present or future infringements thereof), and (iii) all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Debtor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress, Internet domain name or other indicia of trade origin (the “Marks”);

WHEREAS, on or about July 7, 2014, Secured Party has recorded with the United States Patent and Trademark Office (the “USPTO”), at Reel 005317, Frame 0539 a Notice of Grant of Security Interest in the Marks; and

WHEREAS, all outstanding amounts owed under any financing documents executed in connection with the Security Agreement have been satisfied and the Debtor has requested that the Secured Party release its security interest in the Marks.

NOW THEREFORE, in consideration thereof and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party agrees as follows:

1. Release of Security Interest. Effective as of the Release Date, the Secured Party hereby irrevocably and forever terminates, releases and discharges any and all security interests in the Marks granted by the Debtor under the Security Agreement, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.

2. Recordation of Release. The Secured Party understands and agrees that this Release may be recorded by or for the Debtor with the USPTO.

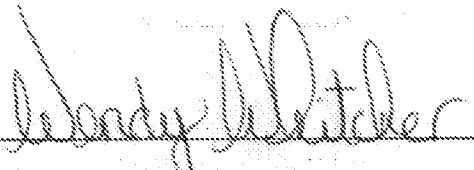
3. Further Actions. Secured Party further agrees to execute any other documents and take any further action reasonably necessary in any state, country or jurisdiction that the Debtor may reasonably require to effect the intent and purpose of this Release, provided that all such documents are to be prepared by counsel to the Debtor and the cost and expense of such documents and actions shall be borne solely by the Debtor.

4. Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Security Agreement, as applicable.

*[Signature page follows.]*

IN WITNESS WHEREOF, each of the undersigned has caused this Release to be executed as an instrument under seal by its duly authorized officer as of the Release Date.

**PNC BANK CANADA BRANCH,**  
as Agent

By:   
Name: \_\_\_\_\_  
Title: **Wendy Whitcher, CA, CPA**  
**Senior Vice-President**  
**PNC Bank Canada Branch**

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]


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**TRADEMARK**  
**REEL: 007382 FRAME: 0405**

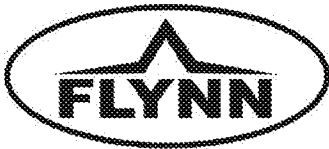
**EXHIBIT A**

**The Marks**

**Trademark Applications:**

<b>Owner</b>	<b>Mark</b>	<b>Serial Number</b>	<b>Application Date</b>
Flynn Canada Ltd.	FLYNN AMERICA	86197544	02/19/2014
Flynn Canada Ltd.		86197617	02/19/2014

**Trademark Registrations:**

<b>Owner</b>	<b>Mark</b>	<b>Registration Number</b>	<b>Registration Date</b>
Flynn Canada Ltd.		4843712 (Serial #86197740)	11/03/2015 (Application Date 02/19/2014)