

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715266

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
COMERICA BANK		12/18/2020	Corporation:
RECEIVING PARTY DATA			
Name:	CoolIT Systems, Inc.		
Street Address:	#10, 2928 Sunridge Way NE		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T1Y 7H9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3274376	COOLIT	
Registration Number:	3520702	LI	
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:	5038449009		
Email:	docketing@ganzlaw.com		
Correspondent Name:	Ganz Pollard, LLC		
Address Line 1:	P.O. Box 2200		
Address Line 4:	Hillsboro, OREGON 97123		
NAME OF SUBMITTER:	Rachel A. Townsend		
SIGNATURE:	/Rachel A. Townsend/		
DATE SIGNED:	03/18/2022		
Total Attachments: 12			
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RELEASE AND DISCHARGE

TO: CoolIT Systems Inc. (the "**Borrower**")
CoolIT Systems USA Inc. (the "**Guarantor**" and together with the Borrower collectively, the "**Loan Parties**")

AND TO: Bennett Jones LLP ("**Bennett Jones**")

AND TO: ATB Financial ("**ATB**")

AND TO: Norton Rose Fulbright Canada LLP ("**Norton Rose**")

RE: Loan Agreement dated as of November 7, 2012 between Comerica Bank (the "**Lender**") and the Borrower (as amended, modified, supplemented, restated or replaced from time to time, the "**Loan Agreement**") and together with the guarantees and loan and security documents granted by the Loan Parties to the Lender in connection with the Loan Agreement (as amended, modified, supplemented, restated or replaced from time to time, collectively, the "**Loan Documents**")

DATE: December 18, 2020

RECITALS:

- A.** Pursuant to a Treasury Management Comerica Card Solutions Service Agreement dated as of June 2, 2014 (the "**Credit Card Service Agreement**") between the Borrower and the Lender the Borrower may become indebted to the Lender from time to time in an aggregate principal amount not to exceed USD\$ [REDACTED] (the "**Credit Card Facility**").
- B.** The indebtedness, liabilities and obligations of Borrower and the Guarantor to the Lender under the Loan Documents (the "**Indebtedness**") are secured by certain security interests, mortgages and charges created by the Loan Documents.
- C.** Pursuant to the payout statement provided by the Lender to the Borrower dated September 21, 2020, the Borrower has repaid to the Lender all Indebtedness and terminated and cancelled the credit facilities made available pursuant to the Loan Agreement and the Loan Documents, other than in respect of the Credit Card Facility.
- D.** The Lender has agreed to continue to make the Credit Card Facility available to the Borrower provided that the Borrower grant in favour of the Lender security over certain cash collateral in the amount of up to USD\$ [REDACTED] (the "**Cash Collateral**") pursuant to the terms of a Pledge and Security Agreement between the Lender and the Borrower dated September 22, 2020 (the "**Cash Collateral Security**") as security solely for the indebtedness of the Borrower under the Credit Card Facility (the "**Credit Card Indebtedness**").

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lender confirms and agrees as follows:

1. The Lender hereby acknowledges payment in full of all indebtedness, liabilities and obligations owing by the Borrower and the Guarantor pursuant to or in respect of the Loan Agreement and the other Loan Documents (other than the Credit Card Indebtedness). Except for the Credit Card Facilities, all credit facilities established by the Lender in favour of the Borrower under the Loan Agreement or the other Loan Documents are terminated and cancelled, with no further drawdowns or other credit accommodation permitted under those facilities.
2. The Loan Agreement and the other Loan Documents (other than the Credit Card Service Agreement and the Cash Collateral Security) and the obligations of the Lender and the Loan Parties thereunder are hereby cancelled, terminated and of no further force or effect, except for indemnities and other obligations that expressly survive termination of the Loan Documents by their terms.
3. The Lender fully and unconditionally releases and forever discharges in full (without any further action by any person) the Loan Parties from any and all guarantees and security interests, assignments, mortgages, charges, pledges, liens and hypothecs (including in respect of any intellectual property) held by or granted to the Lender with respect to any indebtedness or liability of the Loan Parties to the Lender pursuant to the Loan Agreement or the other Loan Documents, other than the Cash Collateral Security (collectively, the "**Security**").
4. The Lender specifically releases any interest it may have under any insurance policy assigned to it in connection with the Loan Agreement or the other Loan Documents, and agrees that any notation of the Lender's interests therein may be deleted from all such policies.
5. The Lender hereby represents and warrants that it has not sold, assigned, transferred or encumbered or granted any interest in the Loan Agreement or any other Loan Document.
6. The Lender authorizes the filing of, and agrees to promptly execute and deliver to the Loan Parties any discharge documentation prepared by or on behalf of the Loan Parties in order to discharge all registrations and filings made by or on behalf of the Lender in respect of the Security (other than, for certainty, the Cash Collateral Security), including but not limited to: (i) discharges of any real property mortgages and charges which comprise part of the Security, (ii) any UCC terminations, financing change (discharge) statements in respect of all financing statements registered against the Loan Parties in respect of the Security under the Personal Property Security Act (Alberta) or any equivalent personal property security law in any jurisdiction, including but not limited to those set forth in Schedule "A" to this payout agreement; and (iii) releases of any interest in any intellectual property of the Loan Parties, including from the records of the Canadian Intellectual Property Office, United States Patent and Trademark Office or any equivalent office in any jurisdiction, including but not limited to the registrations in favour of the Lender set forth in Schedule "B", provided that all reasonable out-of-pocket expenses incurred by the Lender in that regard are paid by the Loan Parties. The Lender also agrees that it will promptly execute and deliver such additional releases, discharges, documents and further assurances as may be reasonably required by the Loan Parties from time to time and acceptable to the Lender, acting

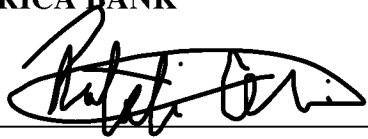
reasonably, provided that all reasonable out-of-pocket expenses incurred by the Lender in that regard are paid by the Loan Parties.

7. Without limiting the Lender's obligation to execute and deliver discharges and financing change statements as set out in paragraph 6, the Lender authorizes the Loan Parties and Bennett Jones and their respective agents, to execute and register all such discharges and financing change statements.
8. This Agreement shall be governed by the laws of the Province of Alberta.
9. This Agreement will be for the benefit of the Borrower and the Guarantor and each of their respective successors and assigns and will be binding upon the Lender and its successors and assigns.
10. Delivery of an executed signature page to this Agreement by any party by facsimile or electronic transmission will be as effective as delivery of a manually executed copy of this Agreement by the Lender.

Signature page follows.

IN WITNESS WHEREOF this Agreement has been executed and delivered as of the date first above written.

COMERICA BANK

Per:  _____
Name: _____
Title: VP

Per: _____
Name: _____
Title: _____

SCHEDULE "A"
REGISTRATIONS

UCC Registrations

Entity	State	Jurisdiction	Thru Date	File Date	File Number / Case #	Parties
COOLIT SYSTEMS USA INC.	DE	SECRETARY OF STATE	11/25/2020	5/5/2017	20172977764	COMERICA BANK
COOLIT SYSTEMS USA INC.	DE	SECRETARY OF STATE	11/25/2020	5/15/2020	20203436773	COMERICA BANK
COOLIT SYSTEMS INC.	DC	RECORDER OF DEEDS	12/1/2020	1/7/2013	2013002578	COMERICA BANK

SCHEDULE "B"
INTELLECTUAL PROPERTY

Patents and Patent Applications

Title	Country	Record Owners	Application No./Date	Grant No./Date	Security Interest
AC TO DC INVERTER FOR USE WITH AC SYNCHRONOUS MOTORS	United States	CoolIT Systems Inc., a Canada Corporation	10016678 Dec 17, 2001	6687142 Feb 3, 2004	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
COMPUTER COOLING APPARATUS	United States	CoolIT Systems Inc., a Canada Corporation	10025846 Dec 26, 2001	6725682 Apr 27, 2004	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197 2. Vistara Technology Growth Fund III Limited Partnership, By Its General Partner, Vistara General Partner III Inc. dated Oct 19, 2018 Recorded: Oct 22, 2018 at Reel/Frame : 047264/0570 3. Corrective Assignment for #1 above correcting Receiving Party's (Vistara's) address Recorded: Oct 25, 2018 at Reel/Frame 047312/0966 4. Kline Hill Partners Fund II LP dated Apr 21, 2020. Recorded: Jun 3, 2020 2018 at Reel/Frame 052820/0146
INVERTER	United States	CoolIT Systems Inc., a Canada Corporation	10681225 Oct 9, 2003	6850097 Feb 1, 2005	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197

Title	Country	Record Owners	Application No./Date	Grant No./Date	Security Interest
HEAT SINK	United States	CoolIT Systems Inc., a Canada Corporation	10710792 Aug 3, 2004	6971243 Dec 6, 2005	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
COMPUTER COOLING APPARATUS	United States	CoolIT Systems Inc., a Canada Corporation	10757493 Jan 15, 2004	7174738 Feb 13, 2007	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
COMPUTER COOLING APPARATUS	United States	CoolIT Systems Inc., a Canada Corporation	10483500 Nov 22, 2005	7739883 Jun 22, 2010	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
THERMOSIPHON FOR LAPTOP COMPUTERS COMPRISING A BOILING CHAMBER WITH A SQUARE WAVE PARTITION	United States	CoolIT Systems Inc., a Canada Corporation	11904115 Sep 26, 2007	7770632 Aug 10, 2010	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
COMPUTER COOLING SYSTEM WITH PREFERENTIAL COOLING DEVICE SELECTION	United States	CoolIT Systems Inc., a Canada Corporation	7991515 Aug 2, 2011	11969766 Jan 4, 2008	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
ADJUSTABLE MOUNTING BRACKET FOR A COMPUTER COMPONENT	United States	CoolIT Systems Inc., a Canada Corporation	12646490 Dec 23, 2009	8120919 Feb 21, 2012	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197
PUMP EXPANSION VESSEL	United States	CoolIT Systems Inc., a Canada Corporation	11745932 May 8, 2007	8382456 Feb 26, 2013	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Fr 029586/0197

Title	Country	Record Owners	Application No./Date	Grant No./Date	Security Interest
FLUID HEAT EXCHANGER CONFIGURED TO PROVIDE A SPLIT FLOW	United States	CoolIT Systems Inc., a Canada Corporation	12189476 Aug 11, 2008	8746330 Jun 10, 2014	1. Comerica Bank dated, Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
ENSORS, COMMUNICATION TECHNIQUES, AND RELATED SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	14210165 Mar 13, 2014	9052252 Jun 9, 2015	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
AIR CONDITIONING SYSTEM CONTROL	United States	CoolIT Systems Inc., a Canada Corporation	12813701 Jun 11, 2010	9055697 Jun 9, 2015	1. Comerica Bank dated, Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
FLUID HEAT EXCHANGE SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	14183443 Feb 18, 2014	9057567 Jun 16, 2015	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
FLUID HEAT EXCHANGE SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	13401618 Feb 21, 2012	9453691 Sep 27, 2016	1. Comerica Bank dated, Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
MODULAR HEAT-	United States	CoolIT Systems Inc.,	13559340 Jul 26, 2012	9496200 Nov 15, 2016	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame

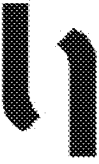
Title	Country	Record Owners	Application No./ Date	Grant No./ Date	Security Interest
TRANSFER SYSTEMS	States	a Canada Corporation			042007/0501
FLUID HEAT EXCHANGER CONFIGURED TO PROVIDE A SPLIT FLOW	United States	CoolIT Systems Inc., a Canada Corporation	14283163 May 20, 2014	9603284 Mar 21, 2017	1. Comerica Bank dated , Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
MANIFOLDED HEAT EXCHANGERS AND RELATED SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	14217080 Mar 17, 2014	9943014 Apr 10, 2018	1. Comerica Bank dated , Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
COMPUTER DEVICE MOUNTING CLIP	United States	CoolIT Systems Inc., a Canada Corporation	29248900 Sep 8, 2006	D582918 Dec 16, 2008	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
FLUID HEAT EXCHANGE SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	14924686 Oct 27, 2015	N/A N/A	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame 029586/0197
COOLING SYSTEMS, CONTROLLERS AND METHODS	United States	CoolIT Systems Inc., a Canada Corporation	16158227 Oct 11, 2018	N/A N/A	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 31, 2020 at Reel/Frame 051687/0530
SENSORS, MULTIPLEXED COMMUNICATION	United States	CoolIT Systems Inc., a Canada Corporation	Publication 20190116694 Apr 18, 2019	N/A N/A	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 31, 2020 at Reel/Frame

Title	Country	Record Owners	Application No./Date	Grant No./Date	Security Interest
TECHNIQUES, AND RELATED SYSTEMS	States	a Canada Corporation	Publication 20190345928 Nov 14, 2019		051687/0530
MODULAR HEAT-TRANSFER SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	15351362 Nov 14, 2016	10820450 Oct 27, 2020	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
SYSTEM PROCESSOR HEAT DISSIPATION	United States	CoolIT Systems Inc., a Canada Corporation	09922380 Aug 3, 2001	6529376 Mar 4, 2003	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
PUMP EXPANSION VESSEL	United States	CoolIT Systems Inc., a Canada Corporation	13776673 Feb 25, 2013	8668476 Mar 11, 2014	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
MOUNTING SYSTEM FOR FLUID HEAT EXCHANGE SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	14080541 Nov 14, 2013	9534852 Jan 3, 2017	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
FLOW-PATH CONTROLLERS AND RELATED SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	15354982 Nov 17, 2016	10365867 Jul 30, 2019	1. Comerica Bank dated, Nov 7, 2012 Recorded: Apr 14, 2017 at Reel/Frame 042007/0501
FLUID HEAT EXCHANGE SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	16297289 Mar 8, 2019	N/A	1. Comerica Bank dated, Nov 7, 2012 Recorded: Jan 31, 2020 at Reel/Frame 051687/0530
			Publication 20190204026 Jul 4, 2019		

Title	Country	Record Owners	Application No./ Date	Grant No./ Date	Security Interest
FLOW-PATH CONTROLLERS AND RELATED SYSTEMS	United States	CoolIT Systems Inc., a Canada Corporation	16525303 Jul 29, 2019 Publication 20190354121 Nov 21, 2019	N/A N/A	1. Comerica Bank dated , Nov 7, 2012 Recorded: Jan 31, 2020 at Reel/Frame 051687/0530

Schedule B

Trademarks and Trademark Applications

Mark	Country	Record Owner	Application No./ Date	Registration No./ Date	Security Interest(s) – same for both
COOLIT	United States	CoolIT Systems Inc., a Canada Corporation	78711417 Sep. 12, 2005	3274376 Aug. 07, 2007	
LI (stylized) 	United States	CoolIT Systems Inc., a Canada Corporation	78961582 Aug. 28, 2006	3520702 Oct. 21, 200	1. Comerica Bank dated Nov 7, 2012 Recorded: Jan 8, 2013 at Reel/Frame : 4938/0151