

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM786744

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Montreal		02/09/2023	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Smardt Inc		
Street Address:	1800 Transcanada Highway		
City:	Dorval		
State/Country:	CANADA		
Postal Code:	H9P1H7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5049807	SMARTD	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	1001225507		
NAME OF SUBMITTER:	Chris Andersen		
SIGNATURE:	/chris andersen/		
DATE SIGNED:	02/14/2023		
Total Attachments: 4			
source=Smardt, Inc. - [Executed] Release of Trademark Security Agreement (US) (February 2023)#page1.tif			
source=Smardt, Inc. - [Executed] Release of Trademark Security Agreement (US) (February 2023)#page2.tif			
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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST (this “*Release*”) is made as of February 9, 2023, by **BANK OF MONTREAL** (“*Lender*”) for the benefit of **SMARDT INC.**, a corporation constituted under the laws of the province of Quebec (“*Grantor*”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Deed of Hypothecation (as defined below).

W I T N E S S E T H:

WHEREAS, Grantor and Lender are parties to that certain Deed of Hypothecation, dated as of June 26, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Deed of Hypothecation*”), pursuant to which Grantor has granted to Lender a lien on and security interest in all of the right, title and interest of Grantor in, to and under certain trademarks, including, without limitation, the trademarks set forth on Schedule I hereto (the “*Trademark Collateral*”);

WHEREAS, the Deed of Hypothecation was recorded in the United States Patent and Trademark Office on October 18, 2017, at Reel 6184 and Frame 0560; and

WHEREAS, Grantor has requested that Lender release, and Lender is willing to release its lien on and security interest in any and all other right, title, and interest it may have in, to and under the Trademark Collateral, including, without limitation, the trademarks set forth on Schedule I hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender hereby agrees as follows:

1. Lender does hereby irrevocably terminate, release and discharge the entirety of any and all liens or security interests that it may have in, and all claims, whether presently existing or hereafter acquired or created, pursuant to the Deed of Hypothecation to the Trademark Collateral, including, without limitation, the trademarks (including the trademark registrations and trademark applications) set forth on Schedule I hereto, the goodwill of the business symbolized by the Trademark Collateral and the applications and registrations thereof, and all proceeds thereof, and any right, title or interest of Lender in such Trademark Collateral shall hereby terminate, cease and become void. Lender hereby assigns, transfers and conveys any and all right, title or interest of Lender in the Trademark Collateral to Grantor.

2. Lender does hereby terminate and cancel the Deed of Hypothecation.

3. Lender shall take all further actions and provide to Grantor and its successors, assigns or other legal representatives, such cooperation and assistance (including, without limitation, the execution and delivery of any documents or other instruments), reasonably requested by Grantor, and at Grantor’s cost and expense, to more fully and effectively effectuate the release of liens contemplated hereby.


4. This Release may be executed in any number of counterparts (including electronic transmission and facsimile counterparts), each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

5. This Release and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the Province of Quebec and the federal laws of Canada applicable therein.

[Signature page follows]

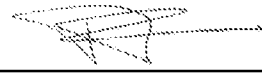
IN WITNESS WHEREOF, the undersigned has caused this Release of Trademark Security Interest to be executed and delivered as of the date first written above.

BANK OF MONTREAL,
as Lender

By:  _____

Name: Giovanni Di Gregorio

Title: Director, Asset Based Lending

By:  _____

Name: Frederic Poisson

Title: Managing Director

SCHEDULE I
U.S. TRADEMARKS

TRADEMARK	SERIAL NUMBER	STATUS	REG. NUMBER	REG. DATE
SMARDT	86941666	Registered	5049807	09/27/2016

Schedule I to Release of Trademark Security Interest