

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM839337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Toronto-Dominion Bank		06/09/2023	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Galvion Power Systems, Inc.		
Street Address:	15 Fitzgerald Road, Suite 100, Unit B-100		
City:	Ottawa		
State/Country:	ONTARIO		
Postal Code:	K2H9G1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4462355	SHAREPACK	
CORRESPONDENCE DATA			
Fax Number:	8026581456		
<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:	8026580220		
Email:	trademark@gravelshea.com		
Correspondent Name:	Cassandra LaRae-Perez, Gravel & Shea PC		
Address Line 1:	PO Box 369, 76 St Paul St, 7th Floor		
Address Line 4:	Burlington, VERMONT 05401		
NAME OF SUBMITTER:	Cassandra LaRae-Perez		
SIGNATURE:	/Cassandra LaRae-Perez/		
DATE SIGNED:	09/14/2023		
Total Attachments: 7			
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RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (the "Release") is made and effective as of June 9, 2023, and granted by **THE TORONTO-DOMINION BANK**, a Canadian chartered bank (the "Secured Party"), in favor of **GALVION POWER SYSTEMS INC.**, a Canadian chartered corporation (the "Grantor") and its successors, assigns, and legal representatives.

Background

1. By and through that certain Security Agreement dated June 11, 2021 granted by the Grantor in favor of the Secured Party (the "Security Agreement") in connection with Demand Operating Facility Agreements dated May 13, 2021 and May 31, 2021, respectively, by and between the Secured Party and Galvion Inc., an affiliate of the Grantor, the Grantor pledged and granted to the Secured Party for the ratable benefit of the Secured Party a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

2. A Notice of Recordation of Assignment Document (the "Notice"), recording the security interest as to the Trademark Collateral, was recorded with the United States Patent and Trademark Office at Reel 7347, Frame 0034 on July 6, 2021; and

3. The Grantor has requested that the Secured Party enter into this Release in order to effectuate, evidence, and record the release and reassignment to the Grantor of any and all right, title, and interest which the Secured Party may have in the Trademark Collateral pursuant to the Notice and the Security Agreement.

N O W , T H E R E F O R E ,

In consideration of the foregoing and the mutual covenants and agreements herein set forth, the Secured Party hereby agrees as follows:

Section 1. **Incorporation of Background Section.** The Background Section of this Release is hereby incorporated as if restated herein.

Section 2. **Release of Security Interest.** The Secured Party, on behalf of itself and its successors, legal representatives, and assigns, hereby terminates the Notice and the Security Agreement and terminates, releases, and discharges any and all security interests that it has pursuant to the Notice and the Security Agreement in any and all right, title, and interest of the Grantor, and reassigns to the Grantor any and all right, title, and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):

- (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights, and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications listed in the Notice of Recordation of Assignment Document attached hereto as **Schedule 1** hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
- (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, injunctive, and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, and retain any such damages without providing any portion of the same to the Secured Party.

Section 3. **Further Assurances.** The Secured Party agrees to execute, acknowledge, if necessary, and deliver such documents, certificates, or other instruments and take such other actions as may be reasonably required from time to time to carry out the intents and purposes of this Agreement as the Grantor and its successors, assigns, and legal representatives may reasonably request in order to confirm, effectuate, or record this Release.

Section 4. **Governing Law.** This Release shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflict of laws that would require the application of any other law.

[Signature Page Follows]

IN WITNESS WHEREOF, the Secured Party does hereby execute this Release of Trademark Security as of the date first above written.

THE TORONTO-DOMINION BANK

By: Catherine A. Burke
Duly Authorized Agent

Name: Catherine A. Burke

Title: Attorney In Fact

Address for Notices: Gravel 2 Shea FC,
PO Box 309, Burlington, VT 05402

STATE OF VERMONT
COUNTY OF CHITTENDEN, SS.

Before me, on this 13th day of June, 2023, personally appeared Catherine A. Burke, Duly Authorized Agent of **THE TORONTO-DOMINION BANK**, known to me to be the person who executed the foregoing instrument, and he/she/they acknowledged this instrument, by him/her/their signed, to be his/her/their free act and deed and the free act and deed of **THE TORONTO-DOMINION BANK**.

Notary Public State of Vermont
Mary B. McLaughlin
Commission * No. 157.0015117 *
My Commission Expires Jan 31, 2025

[Signature]
Notary Public - State of Vermont

Printed Name: Mary Bailey McLaughlin
Commission No.: 157.0015117
Commission Expires: 1/31/23

Schedule 1

NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

[See Attached.]

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