

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4767144

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT AND ASSUMPTION OF SECURITY INTERESTS	
CONVEYING PARTY DATA		
Name		Execution Date
WF FUND V LIMITED PARTNERSHIP, C/O/B/ AS WELLINGTON FINANCIAL LP AND WELLINGTON FINANCIAL FUND V		01/05/2018
RECEIVING PARTY DATA		
Name:	CANADIAN IMPERIAL BANK OF COMMERCE	
Street Address:	199 BAY STREET, 11TH FLOOR	
City:	TORONTO	
State/Country:	CANADA	
Postal Code:	M5L1A2	
PROPERTY NUMBERS Total: 124		
Property Type	Number	
Patent Number:	8831963	
Patent Number:	7048634	
Patent Number:	7058634	
Patent Number:	7058643	
Patent Number:	8873560	
Patent Number:	9042444	
Patent Number:	9585062	
Patent Number:	8942215	
Patent Number:	8984576	
Patent Number:	9357427	
Patent Number:	9489661	
Patent Number:	9443227	
Patent Number:	9479909	
Patent Number:	9286329	
Patent Number:	8938414	
Patent Number:	9037534	
Patent Number:	9251485	
Patent Number:	8732015	
Patent Number:	7086063	
Patent Number:	7263695	
PATENT		

Property Type	Number
Patent Number:	7395529
Patent Number:	7168064
Patent Number:	7676788
Patent Number:	7539976
Patent Number:	7886265
Patent Number:	8042089
Patent Number:	7725524
Patent Number:	9069644
Patent Number:	7088846
Patent Number:	7148912
Patent Number:	7127083
Patent Number:	7136507
Patent Number:	7499571
Patent Number:	8195598
Patent Number:	8649594
Patent Number:	8667925
Patent Number:	6691741
Patent Number:	7216674
Patent Number:	7849883
Patent Number:	8398460
Patent Number:	7895516
Patent Number:	7895512
Patent Number:	9003276
Patent Number:	5725801
Patent Number:	5897812
Patent Number:	6403204
Patent Number:	7133009
Patent Number:	8666867
Patent Number:	5958696
Application Number:	15276683
Application Number:	61926998
Application Number:	61927001
Application Number:	61983093
Application Number:	61919853
Application Number:	14050443
Application Number:	61928128
Application Number:	14053912
Application Number:	14053724

Property Type	Number
Application Number:	61908995
Application Number:	61910058
Application Number:	13889628
Application Number:	13654837
Application Number:	61954240
Application Number:	14288347
Application Number:	61869132
Application Number:	14329112
Application Number:	14341057
Application Number:	14616060
Application Number:	14680476
Application Number:	15095002
Application Number:	62031407
Application Number:	62370489
Application Number:	62437635
Application Number:	14658362
Application Number:	14659512
Application Number:	15224472
Application Number:	15261854
Application Number:	15273637
Application Number:	14051469
Application Number:	14690321
Application Number:	13101138
Application Number:	13708900
Application Number:	14282940
Application Number:	61331380
Application Number:	14513446
Application Number:	14604594
Application Number:	14604602
Application Number:	14604610
PCT Number:	US2016014650
Application Number:	11977887
Application Number:	12802300
Application Number:	60520610
Application Number:	60854859
Application Number:	61003339
Application Number:	61217770
PCT Number:	US2007022726

Property Type	Number
Application Number:	13890610
Application Number:	14398499
Application Number:	62097816
Application Number:	13254442
Application Number:	13592940
Application Number:	12950607
Application Number:	14104312
Application Number:	10552452
Application Number:	10570516
Application Number:	11535377
Application Number:	11681250
Application Number:	11681960
Application Number:	11683489
Application Number:	11743299
Application Number:	11779802
Application Number:	11832786
Application Number:	11834189
Application Number:	12348158
Application Number:	13231950
Application Number:	13297784
Application Number:	13494012
Application Number:	13571203
Application Number:	13584720
Application Number:	09873251
Application Number:	10916966
Application Number:	10917009
Application Number:	10917063
PCT Number:	US2014038804

CORRESPONDENCE DATA

Fax Number: (416)865-7380

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.

Phone: 4168657697

Email: jkkim@torys.com

Correspondent Name: TORYS LLP

Address Line 1: 79 WELLINGTON ST. W.

Address Line 2: 30TH FLOOR, PO BOX 270

Address Line 4: TORONTO, CANADA M5K1N2

ATTORNEY DOCKET NUMBER:	01476-2180
NAME OF SUBMITTER:	JULIE KIM
SIGNATURE:	/Julie Kim/
DATE SIGNED:	01/09/2018
Total Attachments: 4 source=(2018M01D05) Assignment_AssumptionAgreement#page1.tif source=(2018M01D05) Assignment_AssumptionAgreement#page2.tif source=(2018M01D05) Assignment_AssumptionAgreement#page3.tif source=(2018M01D05) Assignment_AssumptionAgreement#page4.tif	

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS AGREEMENT made as of the 5th day of January, 2018.

BETWEEN:

WF FUND V LIMITED PARTNERSHIP, a limited partnership formed under the laws of the Province of Manitoba, c/o/b as **WELLINGTON FINANCIAL LP** and **WELLINGTON FINANCIAL FUND V**

(the “**Seller**”)

AND:

CANADIAN IMPERIAL BANK OF COMMERCE, a chartered bank existing under the laws of Canada

(the “**Purchaser**”)

WHEREAS the Seller, GP WF Fund V Limited Partnership, the Purchaser, Clairvest Group Inc., Mark R. McQueen, F. Mark Usher, the McQueen Family Trust 2015, WF Fund Contributors Trust and 2177995 Ontario Limited are parties to an asset purchase agreement dated January 5, 2018, as the same may be amended or modified by the parties thereto (the “**Purchase Agreement**”) pursuant to which the Seller has agreed to sell and transfer to the Purchaser, and the Purchaser has agreed to purchase and acquire from the Seller the Purchased Loan Assets (as defined in the Purchase Agreement) and to assume the Assumed Liabilities (as defined in the Purchase Agreement), on the terms and subject to the conditions set out in the Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, representations and warranties of the parties to the Purchase Agreement contained in the Purchase Agreement and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged by each party hereto), the parties hereto covenant and agree as follows:

1. **Definitions.** All capitalized terms used but not defined in this Agreement have the meanings set out in the Purchase Agreement.
2. **Conveyance of Purchased Assets.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Seller hereby absolutely and irrevocably sells, assigns, transfers, sets over and conveys to the Purchaser free and clear of all Liens other than Permitted Liens, all of the Seller’s right (including rights of use), title and interest in and to the Purchased Loan Assets, which for certainty includes all security interests held by Seller, including in respect of intellectual property.
3. **Assignment and Assumption of Assumed Liabilities.** Subject to and in accordance with the provisions of the Purchase Agreement, with effect as of the Closing Date, the Purchaser

hereby (a) accepts assignment and transfer of the Purchased Loan Assets, and (b) assumes in full and agrees to pay when due and be liable for, and perform and discharge in full all of the Seller's Assumed Liabilities (but specifically excluding any Excluded Liabilities).

4. **Severability.** If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, it will not be deemed to affect or impair the enforceability or validity of any other provision of this Agreement, and any such covenant or agreement may be severed from this Agreement without affecting the remainder of this Agreement.

5. **Enurement.** This Agreement will be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

6. **Governing Law.** This Agreement will in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Ontario and the federal laws of Canada applicable in Ontario.

7. **Counterparts.** This Agreement may be executed in separate counterparts and may be delivered originally or electronically, and each such counterpart will be deemed to be an original, all of which taken together will be deemed to constitute one and the same original document.

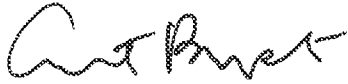
8. **Entire Agreement and Paramountcy.** This Agreement, the Purchase Agreement, the other Transaction Documents and the Business Assets APA, contain the entire agreement of the Parties with regard to the assignment and assumption set forth herein. This Agreement is entered into pursuant to the terms of the Purchase Agreement and is not in derogation of any of the rights or obligations which the Parties have under the Purchase Agreement and is not intended to modify any rights, benefits or obligations of the Parties thereunder. To the extent there is a conflict or inconsistency between the terms of this Agreement and the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern. For the avoidance of doubt, any and all claims in respect of the matters in any such agreement shall be governed by, and solely in accordance with, the Purchase Agreement.

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

Witness:

WF FUND V LIMITED PARTNERSHIP,
c/o/b/ as WELLINGTON FINANCIAL
LP and WELLINGTON FINANCIAL
FUND V, by its general partner GP WF
FUND V LIMITED PARTNERSHIP, by
its general partner 2177995 ONTARIO
LIMITED

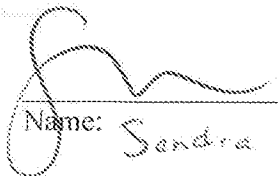


Name: Amit RASTOGI

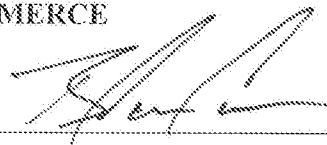
By: 

Name: Mark N. Green
Title: Director

Witness:


Name: Sandra Jacobelli

CANADIAN IMPERIAL BANK OF
COMMERCE

By: 
Name: _____
Title: _____

[Signature Page to the Assignment and Assumption Agreement for the Purchased Loan Assets]