

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5830251

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
ESPRESSO CAPITAL LTD.	11/07/2019
RECEIVING PARTY DATA	
Name:	BB PHOTONICS INC.
Street Address:	780 MONTAGUE EXPRESS WAY
Internal Address:	#107
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95131
PROPERTY NUMBERS Total: 12	
Property Type	Number
Application Number:	16036151
Application Number:	16036179
Application Number:	16036208
Application Number:	16036234
Application Number:	16258292
Application Number:	16258308
Application Number:	62621659
Application Number:	62727538
PCT Number:	US2015802009
PCT Number:	US2015217248
PCT Number:	US2015349093
PCT Number:	US2016206673
CORRESPONDENCE DATA	
Fax Number:	(401)751-0604
<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:	4012747200
Email:	ipdocketing@apslaw.com
Correspondent Name:	ADLER POLLOCK & SHEEHAN P.C.
Address Line 1:	ONE CITIZENS PLAZA

PATENT

Address Line 2:	8TH FLOOR
Address Line 4:	PROVIDENCE, RHODE ISLAND 02903

ATTORNEY DOCKET NUMBER:	405502-12
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NAME OF SUBMITTER:	PAMELA BLAKE
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SIGNATURE:	/Pamela Blake/
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DATE SIGNED:	11/20/2019
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Total Attachments: 9

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PAYOUT RELEASE AND DISCHARGE AGREEMENT

TO: POET Technologies Inc., BB Photonics Inc., OPEL Inc. and ODIS Inc. (collectively, the "Borrowers")

AND TO: Denselight Semiconductors Pte. Ltd. (the "Guarantor", and collectively with the Borrowers, the "Loan Parties")

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

AND TO: Bird & Bird ATMD LLP ("Bird & Bird")

AND TO: Ross Rumbell Professional Corporation ("Rumbell")

RE: Credit Facility Agreement dated as of March 26, 2019 (the "Credit Facility Agreement") between Espresso Capital Ltd. (the "Lender") and the Loan Parties, as evidenced by the Promissory Grid Noted dated April 10, 2019 issued by the Borrowers to the Lender

DATE: November 8, 2019

RECITALS:

- A. The Borrowers are currently indebted to the Lender pursuant to the Credit Facility Agreement and other agreements, documents and instruments in respect thereof.
- B. The Lender has been advised that the Borrowers plan to pay all indebtedness, liabilities and obligations owing by the Borrowers to the Lender in connection with the Credit Facility Agreement as set out in Schedule "A" attached hereto.
- C. The aggregate outstanding indebtedness, liabilities and obligations owed by the Borrowers to the Lender in connection with the Credit Facility Agreement and the guarantees, security documents and other agreements delivered pursuant thereto (collectively the "Credit Documents") as at November 8th, 2019 (the "Payout Date") is \$ 3,234,344.14 (the "Payout Amount").
- D. In connection with the payment of the Payout Amount by the Borrowers to the Lender, the Borrowers have requested that the Lender deliver this Agreement.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- I. Effective only upon: (i) receipt by the Lender of the Payout Amount before 2:00 p.m. (Toronto time) on the Payout Date in immediately available funds in accordance with the wire transfer instructions listed in Schedule "A" attached hereto; and (ii) the execution of this Agreement by the Loan Parties (the "Effective Time");
 - (a) The Lender will have received payment in full of all indebtedness, liabilities and obligations owing by the Loan Parties pursuant to or in respect of the Credit Facility Agreement and the other Credit Documents. All credit facilities established by the Lender in favour of the Borrowers under the Credit Facility Agreement or

any of the other Credit Documents are hereby terminated and cancelled and no further drawdowns or other credit extensions shall be made thereunder and no additional letters of credit shall be issued.

- (b) The Credit Facility Agreement and all other Credit Documents are hereby terminated and of no further force or effect automatically without any further action by any Person.
 - (c) The Lender absolutely and unconditionally hereby releases and forever discharges any and all guarantees, security interests, charges, mortgages, liens, assignments, pledges, hypothecs and other encumbrances granted in favour of the Lender by the Loan Parties in connection with the Credit Facility Agreement including, without limitation the security interests and liens evidenced or perfected by the registrations under the personal property security registration statutes of each applicable jurisdiction as listed in Schedule "B" attached hereto (which registrations are referred to collectively as the "Registrations").
 - (d) The Lender hereby authorizes Rumbell, Bennett Jones and Bird & Bird, and any of their respective agents, employees or representatives, to discharge or cause to be discharged all financing statements, charges and notices in connection with the Credit Facility Agreement or security therefor (including, without limitation, those financing statements listed in Schedule "B" attached hereto).
 - (e) The Lender confirms that it has not sold, assigned, encumbered or granted any interest in the security granted by the Loan Parties to the Lender in connection with the Credit Facility Agreement.
2. The Lender agrees to execute and deliver or to cause to be executed and delivered to the Borrowers, from time to time, at the Borrowers' reasonable request, and at the sole expense of the Borrowers, registrable discharges of the Registrations and such further agreements, instruments and other documents as the Borrower, Rumbell, Bennett Jones or Bird & Bird may reasonably advise are necessary or desirable to give full effect to the intent of this Agreement, or to publicly record any matter arising from this Agreement, including without limitation, any document to effect the discharge of any registration effected under the PPSA, UCC, CIPO or similar registry in the applicable jurisdictions as listed in Schedule "B". Upon the occurrence of the Effective Time, Lender agrees to return to the Borrowers, as the Borrowers shall direct, all property of the Loan Parties in its possession, including without limitation any share certificates received by the Lender pursuant to the terms of any Credit Document.
3. In furtherance of Section 2, above, the Lender shall execute the Statement of Satisfaction of Charge attached as "Schedule C" of this Agreement ("Singapore SSC") contemporaneously with its execution of this Agreement. Upon execution of this Agreement, the Lender shall as soon as reasonably practicable deliver the original executed Singapore SSC in respect of Singapore charge number C201905142 to Bird & Bird ATMD at the address below, and the Singapore SSC shall be publicly recorded by Bird & Bird on the Payout Date:

BIRD & BIRD ATMD LLP

2 SHENTON WAY
#18-01 SGX CENTRE 1
SINGAPORE 068804
Attn: Sandra Seah and Eef G Van Emmerik
(sandra.seah@twobirds.com and eefgerard.vanemmerik@twobirds.com)


4. The Payout Amount is only effective until 4:00 p.m. (Toronto time) on the Payout Date. If the Payout Amount is not received by the Lender at or before 4:00 p.m. (Toronto time) on the Payout Date, a new payout amount will be required to be obtained from the Lender and this Agreement shall be amended by a written notice to the Borrowers signed solely by the Lender specifying the amended Payout Date and the amended Payout Amount and such amended date shall be the Payout Date and such amended amount shall be the Payout Amount for all purposes of this Agreement.
5. This Agreement shall enure to the benefit of and be binding on the parties hereto and their respective successors and assigns.
6. All dollar amounts referred to in this Agreement are denominated in Canadian dollars unless otherwise indicated. Capitalized terms used and not defined herein shall have the meaning given thereto in the Credit Agreement unless the context requires otherwise.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
8. This Agreement may be executed in counterparts and all counterparts together shall constitute one and the same agreement. Delivery of an executed signature page of this Agreement by any party by facsimile or electronic transmission shall be as effective as delivery of a manually executed original version of this Agreement by such party.

[THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK]

IN WITNESS OF WHEREOF this Agreement has been executed by the parties hereto.

ESPRESSO CAPITAL LTD.

Per:


Name: ENTO LAZZER
Title: COO

Name:
Title:

POET TECHNOLOGIES INC.

Per: _____

Name:

Title:

I have authority to bind the corporation

BB PHOTONICS INC.

Per: _____

Name:

Title:

I have authority to bind the corporation

ODIS INC.

Per: _____

Name:

Title:

I have authority to bind the corporation

OPEL INC.

Per: _____

Name:

Title:

I have authority to bind the corporation

SCHEDULE "A"

WIRE TRANSFER INSTRUCTIONS

[Espresso to attach]

SCHEDULE "B"

REGISTRATIONS

Name of Loan Party	Jurisdiction of incorporation	Registration number (or equivalent, if any)	Registered Office
Denselight Semiconductors Pte. Ltd.	Singapore	Charge No. C201905142	6 Changi North Street 2, Singapore 498831

SCHEDULE "C"

SINGAPORE SSC

STATEMENT OF SATISFACTION OF REGISTERED CHARGE

Company Information

Company Registration No. : 200004082G
Company Name : DENSELIGHT SEMICONDUCTORS PTE. LTD.
Charge No. : C201905142
Date of Registration of Charge : 24 May 2019

Description of Instrument : Total Discharge of Charge C201905142 (the "Charge") registered in accordance with Security Deed dated 17 May 2019 by the Company in favour of Espresso Capital Ltd. The Charge secures, by way of first fixed charge the book debts of the Company; a floating charge on the undertaking or property of the Company; and, a charge on goodwill, on a patent, or a licence under a patent, on a trade mark or licence to use a trademark, or on a copyright or licence under a copyright or on a registered design or a licence to use a registered design.

Amount Secured by this Charge

<u>Currency</u> ¹	<u>Secured Amount</u> ²	<u>Amount Satisfied</u> ³
-	All monies owing	All monies owing

Date of Release : November 8th, 2019

Nature of Satisfaction : Total discharge and removal from the Register

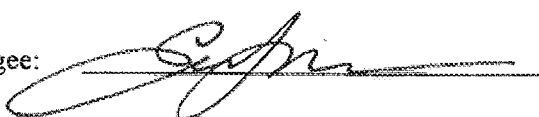
Declaration by the Chargee & the Company

We confirm that the said charge, particulars of which are given above, was paid or satisfied as stated above.

SIGNATURE PAGE TO STATEMENT OF SATISFACTION OF REGISTERED CHARGE

Name of Chargee: **Espresso Capital Ltd**

Name of
authorised representative of Chargee: ENIO LAZZOL

Signature of
authorised representative of Chargee: 

Date: Nov 7, 2019

Name of Chargor: **Denselight Semiconductors Pte. Ltd.**

Name of
authorised representative of Chargor: _____

Signature of
authorised representative of Chargor: _____

Date: _____