

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6468334

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
CANADIAN IMPERIAL BANK OF COMMERCE	05/24/2019
RECEIVING PARTY DATA	
Name:	DEJERO LABS INC.
Street Address:	410 ALBERT STREET
Internal Address:	SUITE 200
City:	WATERLOO
State/Country:	CANADA
Postal Code:	N2L 3V3
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	10033779
Patent Number:	10028163
Patent Number:	9800903
Patent Number:	9769527
Patent Number:	9756468
Patent Number:	9585062
Patent Number:	9357427
Patent Number:	9042444
Patent Number:	8984576
Patent Number:	8942215
Patent Number:	8873560
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>	
Email:	waterloo.ip@gowlingwlg.com
Correspondent Name:	GOWLING WLG (CANADA) LLP
Address Line 1:	50 QUEEN ST N
Address Line 2:	SUITE 1020, PO BOX 2248
Address Line 4:	KITCHENER, CANADA N2H 6M2

PATENT

ATTORNEY DOCKET NUMBER:	K0561314
NAME OF SUBMITTER:	NEIL W. HENDERSON
SIGNATURE:	/Neil W. HENDERSON/
DATE SIGNED:	12/24/2020

Total Attachments: 8

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PAYOUT UNDERTAKING

TO: Dejero Labs Inc. (the "**Borrower**")

AND TO: Runway Growth Credit Fund Inc.

AND TO: Gowling WLG (Canada) LLP

AND TO: McMillan LLP

WHEREAS the Borrower and WF Fund V Limited Partnership, c/o/b as Wellington Financial LP and Wellington Financial Fund V ("**Wellington**") entered into a credit agreement dated as of February 3, 2017 (as amended to date, the "**Credit Agreement**") pursuant to which Wellington made available to the Borrower the Credit Facility (as defined in the Credit Agreement);

AND WHEREAS Wellington's rights and obligations pursuant to the Credit Agreement and Credit Facility were subsequently assigned to The Canadian Imperial Bank of Commerce, as lender (the "**Lender**");

AND WHEREAS the Borrower has informed the Lender that it intends to enter into a loan and security agreement dated on or about May 30, 2019 between the Borrower, Runway Growth Credit Fund Inc., as administrative agent and collateral agent (the "**Agent**"), and the lenders party thereto from time to time (the "**Runway Credit Agreement**") and to apply a portion of the proceeds of advances made under the Runway Credit Agreement to pay the Payout Amount (as defined below).

NOW THEREFORE, the Lender hereby confirms that the total amount outstanding, including the principal balance, all accrued interest, any other fees and expenses due to the Lender pursuant to the Credit Agreement as of 2:00 p.m. (Toronto time) on May 30, 2019 (the "**Payout Date**") will be CDN\$7,361,849.40 (the "**Debt Amount**").

In the event that the Debt Amount is not repaid in full on the Payout Date, an additional per diem of CDN\$1,701.52 shall accrue at 2:00 p.m. (Toronto time) each day after the Payout Date (the total of all such applicable per diem amounts and the Debt Amount being collectively referred to as the "**Payout Amount**") until the Payout Amount has been paid in full to the Lender.

The Lender hereby further confirms that immediately upon the Lender's receipt of the full Payout Amount, the Lender will be deemed to have:

- (i) released and discharged the Borrower and its affiliates from all liabilities and obligations relating to the Credit Agreement and all security documents and other documents delivered pursuant thereto or otherwise in guarantee of the obligations (collectively, the "**Documents**") and all loans and credit facilities made available to the Borrower pursuant to the Documents shall thereupon be permanently cancelled and terminated; and

- (ii) released and discharged the Borrower and its affiliates from all guarantees, hypothecs, security interests and other security granted in favour of Lender pursuant to the Documents (collectively, the "**Security**"), the Security thus being absolutely and unconditionally released and forever discharged and all agreements, documents or other instruments evidencing or comprising the Security being cancelled and terminated and of no further force or effect.

In consideration of the Payout Amount, on the Lender's written confirmation of receipt of the full Payout Amount, the Lender:

- (i) irrevocably authorizes the Borrower, the Borrower's counsel, Gowling WLG (Canada) LLP, the Agent's counsel, McMillan LLP, and any agent under their respective direction at the sole expense of the Borrower to proceed with the discharge of all registrations relating to the security under the Documents, including, without limitation, the registrations listed in Schedule B hereto;
- (ii) covenants and agrees to immediately deliver to the Agent's counsel, McMillan LLP, the original stock certificates in its possession related to the Borrower and its affiliates; and
- (iii) covenants and agrees to, from time to time after the Lender's receipt of the Payout Amount, promptly execute and deliver all such further documents, conveyances, assignments, assurances and things necessary to give full effect to the foregoing, including without limitation executing discharges in registrable form, as may be reasonably required to give full effect to the foregoing all at the expense of the Borrower.

Please pay the applicable Payout Amount by wire transfer of immediately available funds to the account designated by the Lender in Schedule A. The Payout Amount shall be deemed to have been received by the Lender only when such Payout Amount arrives in full in the Lender's account designated in Schedule A as confirmed in writing by the Lender.

Nothing in this Payout Undertaking shall be taken to amend or waive any of the terms or requirements of the Credit Agreement or other Documents, including the Security, in any way unless and until the Lender receives the Payout Amount in full.

The foregoing shall not serve to discharge or release the Borrower from its obligations pursuant to the Purchase Warrants (as defined in the Credit Agreement). Such Purchase Warrants shall remain outstanding and in full force and effect on the terms thereof despite the repayment the Credit Facility, termination of the Documents and discharge of Security.

This Payout Undertaking shall be construed and governed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

This Payout Undertaking may be executed in counterparts, each of which shall constitute an original and all of which when taken together shall constitute a single agreement. Execution copies of this Payout Letter may be delivered by facsimile or other electronic transmission and all such signatures hereof may be relied upon as though such signatures were original signatures.

The Lender reserves the right to terminate this Payout Undertaking by written notice to the Borrower if the Payout Amount is not received by the Lender prior to June 15, 2019.

[SIGNATURE PAGE FOLLOWS]

DATED this 24th day of May, 2019.

**THE CANADIAN IMPERIAL BANK OF
COMMERCE**

By: 

Name: Mark Usher

Title: Managing Director

Acknowledged and agreed to by:

DEJERO LABS INC.

Per: 

Name: Bobbi Harte

Title: CEO

SCHEDULE "A"



CIBC Credit Processing Services – CAD Loan Ops

Wiring Instructions – Innovation Banking

Item	CAD	USD
Clearing Agent / Correspondent		Wells Fargo Bank N.A. SWIFT: WFBIUS33 ABA: 026009002 Chips: 0260 CIBC chips: USD 015683
Beneficiary Bank	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9	CIBC Main Branch Commerce Court, 199 Bay St Toronto ON CA M5L 1G9
Swift Code / Clearing Code	CIBCCATT Bank ID: 0010 Transit #: 00003	CIBCCATT Bank ID: 0010 Transit #: 00002
Beneficiary	CIBC CORPORATE CLIENT SUPPORT	CIBC CORPORATE CLIENT SUPPORT
Address	40 Dundas Street West, 5th Fl. Toronto, ON, M5L 1A2	40 Dundas Street West, 5th Fl. Toronto, ON, M5L 1A2
Account No.	09-03611	05-18162
Reference	Innovation Banking Customer name / Payment type**	Innovation Banking Customer name / Payment type**
Attention	CAD Loan Operations	CAD Loan Operations

SCHEDULE "B"
Discharges

Ontario PPSA Registrations

Debtor	Reference File No.	Registration No.	Collateral Description
Dejero Labs Inc.	724489983	20170131 1457 1590 6122	Inventory, Equipment, Accounts, Other, Motor Vehicles
		Assigned by: 20180108 1052 1862 3498 Assignor: WF Fund V Limited Partnership Assignee: Canadian Imperial Bank of Commerce	

United States UCC Registrations

Debtor	Registration No.	Date
Dejero Inc.	20170731056	02-01-2017
	Assigned by: 20180163879 Assignor: WF Fund V Limited Partnership Assignee: Canadian Imperial Bank of Commerce	01-08-2018

Canadian Intellectual Property Registrations

Patents

Debtor/Owner	Patent	Application/ Registration No.	Record Date
DEJERO LABS INC.	MULTIPATH DATA STREAMING OVER A WIRELESS NETWORK	2671266	January 9, 2018

DEJERO LABS INC.	SYSTEMS AND METHODS FOR TRANSMISSION OF DATA STREAMS	2917719	January 9, 2018
DEJERO LABS INC.	MULTIPATH DATA STREAMING OVER A WIRELESS NETWORK	2859342	January 9, 2018
DEJERO LABS INC.	A SYSTEM AND METHOD FOR TRANSMISSION OF DATA SIGNALS OVER A WIRELESS NETWORK	2842098	January 9, 2018
DEJERO LABS INC.	MULTIPATH DATA STREAMING OVER MULTIPLE WIRELESS NETWORKS	2897772	January 9, 2018
DEJERO LABS INC.	SYSTEM AND METHOD FOR PROVIDING DATA SERVICES ON VEHICLES	2925932	January 9, 2018
DEJERO LABS INC.	DEVICE AND METHOD FOR CHARACTERIZATION AND OPTIMIZATION OF MULTIPLE SIMULTANEOUS REAL-TIME DATA CONNECTIONS	2884333	January 9, 2018

Trade-marks

Debtor/Owner	Trade-mark	Application No.	Registration No.	Record Date
DEJERO LABS INC.	DEJERO	1446448	TMA834243	July 13, 2017

United States Intellectual Property Registrations

Patents

Debtor/Assignee	Description	Status	Application/Registration No.	Record Date
DEJERO LABS INC.	Multipath data streaming over multiple wireless networks	Patented Case	10,033,779	January 9, 2018
DEJERO LABS INC.	System and method for transmission of data from a wireless mobile device over a multipath wireless router	Patented Case	10,028,163	January 9, 2018

DEJERO LABS INC.	Systems, devices and methods for distributing data with multi-tiered encoding	Patented Case	9,800,903	January 9, 2018
DEJERO LABS INC.	Systems and methods for transmission of data streams	Patented Case	9,769,527	January 9, 2018
DEJERO LABS INC.	System and method for providing data services on vehicles	Patented Case	9,756,468	January 9, 2018
DEJERO LABS INC.	System and method for implementation of dynamic encoding rates for mobile devices	Patented Case	9,585,062	January 9, 2018
DEJERO LABS INC.	Device and method for characterization and optimization of multiple simultaneous real-time data connections	Patented Case	9,357,427	January 9, 2018
DEJERO LABS INC.	System and method for transmission of data signals over a wireless network	Patented Case	9,042,444	January 9, 2018
DEJERO LABS INC.	System and method for transmission of data from a wireless mobile device over a multipath wireless router	Patented Case	8,984,576	January 9, 2018
DEJERO LABS INC.	System and method for transmission of data from a wireless mobile device over a multipath wireless router	Patented Case	8,942,215	January 9, 2018
DEJERO LABS INC.	Multipath video streaming over a wireless network	Patented Case	8,873,560	January 9, 2018