

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7241173

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Execution Date
KLINE HILL PARTNERS FUND II LP	03/01/2021

RECEIVING PARTY DATA

Name:	COOLIT SYSTEMS INC.
Street Address:	10 - 2928 SUNRIDGE WAY NE
City:	CALGARY
State/Country:	CANADA
Postal Code:	T1Y 7H9

PROPERTY NUMBERS Total: 33

Property Type	Number
Patent Number:	10415597
Patent Number:	10365667
Patent Number:	10364809
Patent Number:	10274266
Patent Number:	9943014
Patent Number:	9909820
Patent Number:	9603284
Patent Number:	9534852
Patent Number:	9057567
Patent Number:	9052252
Application Number:	15351362
Patent Number:	6725682
Patent Number:	7174738
Patent Number:	7739883
Patent Number:	8120919
Patent Number:	8382456
Patent Number:	8746330
Patent Number:	9055697
Patent Number:	9453691
Patent Number:	9496200

PATENT

Property Type	Number
Patent Number:	D582918
Application Number:	16158227
Application Number:	16523930
Patent Number:	6529376
Patent Number:	8668476
Application Number:	16297289
Application Number:	15462753
Application Number:	16525303
Patent Number:	7331378
Patent Number:	7077189
Patent Number:	7467657
Patent Number:	6422307
Patent Number:	6591897

CORRESPONDENCE DATA

Fax Number: (403)265-7219

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: 4032983100

Email: docketing-patentscalgary@bennettjones.com

Correspondent Name: ROSEANN B. CALDWELL, BENNETT JONES LLP

Address Line 1: 4500 BANKERS HALL EAST, 855 - 2ND STREET SW

Address Line 4: CALGARY, CANADA T2P 4K7

ATTORNEY DOCKET NUMBER:	47621-165
NAME OF SUBMITTER:	ROSEANN B. CALDWELL
SIGNATURE:	/Roseann B. Caldwell/
DATE SIGNED:	03/23/2022

Total Attachments: 8

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RELEASE AND DISCHARGE

TO: CoolIT Systems Inc. (the "*Debtor*")

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

RE: Securities Purchase Agreement dated as of April 21, 2020 by and among the Debtor and the investors listed on Schedule I attached thereto (the "*2020 Agreement*"), and the USD [REDACTED] aggregate principal amount of [REDACTED]% Subordinated Convertible Secured Promissory Notes due April 21, 2022 issued by the Debtor thereunder (the "*2020 Notes*")

AND RE: Amended and Restated Securities Purchase Agreement dated effective March 26, 2019, as amended and restated April 11, 2019, by and among the Debtor and the investors listed on Schedule I attached thereto, as further amended by Amendment No. 1 to Amended and Restated Securities Purchase Agreement made as of April 21, 2020 (the "*2019 Agreement*" and, together with the 2020 Agreement, the "*Securities Purchase Agreements*") and the USD [REDACTED] aggregate principal amount of [REDACTED]% Subordinated Convertible Promissory Notes due March 26, 2022 issued by the Debtor thereunder (the "*2019 Notes*" and, together with the 2020 Notes, the "*Notes*")

DATE: March 1, 2021

RECITALS:

- A. To secure performance by the Debtor of its obligations to the holders of the Notes (the "*Secured Parties*") under the Notes and the Securities Purchase Agreements (collectively, the "*Secured Obligations*"), the Debtor granted to Kline Hill Partners Fund II LP, as collateral agent (in such capacity, the "*Agent*") for the benefit of the Secured Parties, certain continuing security interests and other collateral security including, without limitation, pursuant to a Security Agreement dated as of April 21, 2020 and a Patent Security Agreement dated as of April 21, 2020 (collectively, together with any other security documents granted by the Debtor in connection with the Secured Obligations, the "*Security Documents*").
- B. Effective February 26, 2021, the entire principal amount and outstanding interest under the Notes was converted into shares of the Company (the "*Conversion*"), whereupon the Notes ceased to be outstanding and the Secured Obligations were extinguished.
- C. The Debtor has no outstanding obligations under the Security Documents.
- D. This Release and Discharge is made effective as of March 1, 2021.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby confirms and agrees as follows:

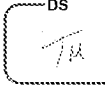
1. The Agent acknowledges that the Conversion was completed, and that the Secured Obligations were thereupon extinguished, effective the date hereof.
2. The Debtor has no outstanding obligations under the Security Documents, which are cancelled, terminated and of no further force and effect.
3. The Agent fully, unconditionally and irrevocably releases and forever discharges in full (without any further action by any person) the Debtor from any and all guarantees and security interests, assignments, mortgages, charges, pledges, liens and hypothecs (including in respect of any intellectual property) held by or granted to the Agent with respect to the Secured Obligations (collectively, the "*Security*").
4. Without limiting paragraph 3, the Agent specifically releases any interest it may have under any insurance policy assigned to it in connection with the Notes, the Securities Purchase Agreements or the Security Documents, and agrees that any notation of the Agent's interests therein may be deleted from all such policies.
5. The Agent represents and warrants that it has not sold, assigned, transferred or encumbered or granted any interest in the Notes, the Securities Purchase Agreements or the Security Documents.
6. The Agent unconditionally and irrevocably authorizes the filing of, and agrees to promptly execute and deliver to the Debtor from time to time upon request, any records and documentation prepared by or on behalf of the Debtor in order to discharge (at the Debtor's sole cost and expense) all registrations and filings made by or on behalf of the Agent in respect of the Security, including but not limited to: (i) discharges of any real property mortgages and charges which comprise part of the Security; (ii) any UCC terminations and financing change (discharge) statements in respect of all financing statements registered against the Debtor in respect of the Security under the *Personal Property Security Act* (Alberta) or any equivalent or similar personal property security law in any jurisdiction, including but not limited to the registrations set forth in Schedule "A" to this Release and Discharge; and (iii) releases of any interest in any intellectual property of the Debtor, including intellectual property recorded with the Canadian Intellectual Property Office, United States Patent and Trademark Office or any equivalent or similar office in any jurisdiction, including but not limited to the patents and trademarks set forth in Schedule "B" to this Release and Discharge. The Agent further agrees to promptly execute and deliver such additional releases, discharges, documents and further assurances as may be reasonably required by the Debtor from time to time and acceptable to the Agent, acting reasonably.
7. Without limiting the Agent's obligation to execute and deliver discharges, financing change statements and releases as set out in paragraph 6, the Agent authorizes the Debtor and Bennett Jones, and their respective agents, to execute and register (at the Debtor's sole cost and expense) all such discharges, financing change statements and releases as contemplated by paragraph 6.
8. This Release and Discharge shall be governed by the laws of the Province of Alberta.

- 9. This Release and Discharge is for the benefit of the Debtor and its successors and assigns, and is binding upon the Agent and its successors and assigns.
- 10. Delivery of an executed copy this Release and Discharge (including, for certainty, a copy signed by electronic signature) by electronic means, including by facsimile transmission or by delivery of an electronic file in portable document format (PDF), will be as effective as delivery of a manually signed copy of this Release and Discharge by the Agent.

IN WITNESS WHEREOF this Release and Discharge has been executed and delivered by the Agent with intended effect as of March 1, 2021.

KLINE HILL PARTNERS FUND II LP, as Agent

By: KHP Fund GP II LLC, its general partner

DS


By:  _____
 [Redacted]
 Managing Member



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SCHEDULE "A"**Personal Property Security Registrations**

Debtor	Secured Party	Jurisdiction	Registration Number	Collateral Description
CoolIT Systems Inc.	Kline Hill Partners Fund II LP, as agent	Alberta	20042019677	All present and after-acquired property of the debtor
CoolIT Systems Inc.	Kline Hill Partners Fund II LP, as agent	Alberta	20042019607	Land Charge

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SCHEDULE "B"**Intellectual Property****TRADEMARKS**

Trademark	Jurisdiction	Application Number	Registration Number	Filing Date (Y/M/D)
FREEZONE	Canada	1268038	TMA678191	2005-08-10
LI DESIGN 	Canada	1313412	TMA703307	2006-08-17
COOLIT	Canada	1268188	TMA674422	2005-08-11
LI 	US	78961582	3520702	2006-08-28
COOLIT	US	78711417	3274376	2005-09-12

PATENTS

Title	Jurisdiction	Application Number	Patent Number	Filing Date (Y/M/D)	Issue Date (Y/M/D)
Fluid heat exchange systems	US	14/924,686	10,415,597	2015-10-27	2019-09-17
Flow-path controllers and related systems	US	15/354,982	10,365,667	2016-11-17	2019-07-30
Sensors, multiplexed communication techniques, and related systems	US	14/777,510	10,364,809	2014-03-14	2019-07-30
Fluid heat exchange systems	US	15/912,478	10,274,266	2018-03-05	2019-04-30
Manifolded heat exchangers and related systems	US	14/217,080	9,943,014	2014-03-17	2018-04-10
Fluid heat exchange systems	US	15/263,210	9,909,820	2016-09-12	2018-03-06
Fluid heat exchanger configured to provide a split flow	US	14/283,163	9,603,284	2014-05-20	2017-03-21
Mounting system for fluid heat exchange systems	US	14/080,541	9,534,852	2013-11-14	2017-01-03
Fluid heat exchange systems	US	14/183,443	9,057,567	2014-02-18	2015-06-16
Sensors, communication techniques, and related systems	US	14/210,165	9,052,252	2014-03-13	2015-06-09
Modular Heat-Transfer Systems	US	15/351,362	N/A	2016-11-14	N/A
Computer cooling apparatus	US	10/025,846	6,725,682	2001-12-26	2004-04-27

Title	Jurisdiction	Application Number	Patent Number	Filing Date (Y/M/D)	Issue Date (Y/M/D)
Computer cooling apparatus	US	10/757,493	7,174,738	2004-01-15	2007-02-13
Computer cooling apparatus	US	10/483,500	7,739,883	2002-07-15	2010-06-22
Adjustable mounting bracket for a computer component	US	12/646,490	8,120,919	2009-12-23	2012-02-21
Pump expansion vessel	US	11/745,932	8,382,456	2007-05-08	2013-02-26
Fluid heat exchanger configured to provide a split flow	US	12/189,476	8,746,330	2008-08-11	2014-06-10
Air conditioning system control	US	12/813,701	9,055,697	2010-06-11	2015-06-09
Fluid heat exchange systems	US	13/401,618	9,453,691	2012-02-21	2016-09-27
Modular heat-transfer systems	US	13/559,340	9,496,200	2012-07-26	2016-11-15
Computer device mounting clip	US	29/248,900	D582,918	2006-09-08	2008-12-16
Cooling systems, controllers and methods	US	16/158,227	N/A	2018-10-11	N/A
Sensors, multiplexed communication techniques, and related systems	US	16/523,930	N/A	2019-07-26	N/A
System processor heat dissipation	US	09/922,380	6,529,376	2001-08-03	2003-03-04
Pump expansion vessel	US	13/776,673	8,668,476	2013-02-25	2014-03-11
Fluid heat exchange systems	US	16/297,289	N/A	2019-03-08	N/A

Title	Jurisdiction	Application Number	Patent Number	Filing Date (Y/M/D)	Issue Date (Y/M/D)
Fluid heat exchanger configured to provide a split flow	US	15/462,753	N/A	2017-03-17	N/A
Flow-path controllers and related systems	US	16/525,303	N/A	2019-07-29	N/A
Microchannel Heat Sink	US	11/333,655	7,331,378	2006-01-17	2008-02-19
Liquid cooled thermosiphon with flexible coolant tubes	US	11/040,321	7,077,189	2005-01-21	2006-07-18
Compact modular CPU cooling unit	US	11/448,591	7,467,657	2006-06-07	2008-12-23
Ultra High Fin Density Heat Sink For Electronics Cooling	US	09/908,327	6,422,307	2001-07-18	2002-07-23
High Performance Pin Fin Heat Sink For Electronics Cooling	US	10/079,214	6,591,897	2002-02-20	2003-07-15