

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8048603

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST
CONVEYING PARTY DATA	
Name	Execution Date
PHARMASmart ACQUISITION, LLC	07/07/2023
RECEIVING PARTY DATA	
Name:	EVERGREEN GAP DEBT GP INC., AS AGENT
Street Address:	47 FRONT STREET EAST
Internal Address:	SUITE 200
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5E 1B3
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	10771251
Application Number:	10898782
Application Number:	12994218
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>	
Phone:	(416) 786-2047
Email:	padamsmarchetti@wildlaw.ca
Correspondent Name:	PENELOPE ADAMS-MARCHETTI
Address Line 1:	365 BAY STREET
Address Line 2:	SUITE 800
Address Line 4:	TORONTO, CANADA M6P 2A8
NAME OF SUBMITTER:	PENNY ADAMS-MARCHETTI
SIGNATURE:	/PADAMSMARCHETTI/
DATE SIGNED:	07/10/2023
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 13	
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FirePower Capital
200-47 Front Street East
Toronto, Ontario
Canada, M5E 1B3

DATE: July 6, 2023

TO: 2821680 ONTARIO INC., PHARMA-SMART CANADA CORP., PHARMASMART INTERNATIONAL, LLC (formerly PharmSmart Acquisition, LLC), CPS PARTNERS FUND LP, JOSEPH O. SARKIS and FREDERICK W. SARKIS (collectively, the “**Obligors**”)

AND TO: PRIVATE DEBT PARTNERS SENIOR OPPORTUNITIES FUND LP

AND TO: WILDEBOER DELLELCE LLP

AND TO: MILLER THOMSON LLP

RE: Loan agreement dated as of May 3, 2021 between Evergreen Gap Debt GP Inc., as agent (the “**Agent**”), Evergreen Gap Debt LP, Gap Debt III LP and NWM PD Direct Lending LP, as lenders (together, the “**Lenders**”), 2821680 Ontario Inc., as borrower (the “**Borrower**”), and Pharma-Smart Canada Corp. and PharmaSmart International, LLC (formerly PharmaSmart Acquisition, LLC), as guarantors (together with the Borrower, the “**Obligors**”), as amended by a first amendment to loan agreement dated as of July 19, 2021, a second amendment to loan agreement dated as of September 30, 2021 and a third amendment to loan agreement dated as of January 24, 2023 (including all annexes, exhibits and schedules thereto, and as the same may have been further amended, modified, restated, supplemented or replaced from time to time, collectively, the “**Loan Agreement**”)

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Loan Agreement.

1. The Borrower has advised the Agent that it intends to prepay the outstanding indebtedness to the Lenders in connection with the Loan Agreement (the “**Outstanding Indebtedness**”). The Agent, on behalf of the Lenders, acknowledges that the Outstanding Indebtedness is the only indebtedness owing by the Obligors to the Lenders.
2. The aggregate amount payable to fully satisfy all obligations due, owing or accruing by or from the Obligors under the Loan Agreement and to fully discharge the Loan Agreement as at July 6, 2023 (the “**Final Payout Amount**”), is as follows.

Principal Amount	C\$11,000,000.00
Accrued Interest (Fixed Rate)	C\$25,315.07
Accrued Interest (Floating Rate)	C\$79,191.20
Prepayment Fee	C\$498,706.85
Bonus Payment	C\$550,000.00
Legal Fees	C\$5,400.00

Final Payout Amount: C\$12,158,613.12

3. If payment of the Final Payout Amount is not received by the Agent on July 6, 2023, then the Final Payout Amount shall be recalculated to include an additional \$5,454.30 per day (the “**Per Diem**”), to be divided equally between FirePower Debt GP Inc. and NWM PD Direct Lending LP, as payees, for each successive day until the date when the Final Payout Amount is received, inclusive.
4. The Agent and the Lenders hereby direct the Borrower to pay, or to direct to be paid, the Final Payout Amount on July 6, 2023 as follows:
 - (a) \$6,076,606.56 to be paid to **Firepower Debt GP Inc.**, in accordance with the wire instructions set out in Schedule “A” attached hereto;
 - (b) \$6,076,606.56 to be paid to **NWM PD Direct Lending Limited Partnership**, in accordance with the wire instructions set out in Schedule “B” attached hereto; and
 - (c) \$5,400.00 to be paid to **Wildeboer Dellelce LLP**, in accordance with the wire instructions set out in Schedule “C” attached hereto
5. Effective immediately upon receipt by the Agent of the Final Payout Amount (including any applicable Per Diem) pursuant to the wiring instructions described in the attached Schedule “A”, the Agent hereby covenants and agrees as follows:
 - (a) all principal, interest and fees owing under the Loan Agreement, and all other monies or payments whatsoever payable under the Loan Agreement shall have been duly and effectually paid or provided for in full, in accordance with the terms of the Loan Agreement;
 - (b) the Loan Agreement and all obligations, covenants, indebtedness and liabilities thereunder shall be, and shall be deemed to be, fully and absolutely paid, satisfied and discharged;
 - (c) it automatically, and without further action on the part of any person, irrevocably remises, releases, terminates, surrenders, and forever discharges: (1) without limitation, all security agreements, security interests, charges, liens, encumbrances, pledges, mortgages, debentures, hypothecs, assignments, guarantees and other forms of security which the Agent or any of the Lenders has or had from, on or in respect of any property, assets, rights or undertaking of the Obligors under or in connection with the Loan Agreement (collectively, the “**Security**”); and (2) the Obligors and their respective successors and assigns (collectively, the “**Releasees**” and any one, a “**Releasee**”) from any and all indebtedness, liabilities, obligations and claims arising under or in connection with the Loan Agreement and the Security;
 - (d) it grants, re-assigns, conveys, releases, discharges and quit claims to the Releasees, both at law and in equity, all of the present and future property, assets and undertakings of the Releasees, to the extent such property, assets or undertakings may be charged by, or subject to or intended to be charged by or subject to such of the Security to which any Releasee is a party or by which any of its property, assets and undertakings are bound and further agrees to deliver to the Releasees any and all share certificates, promissory notes, debentures and other collateral or property subject to any of the Security which is in its possession, provided the Releasees deliver written notice to the Agent with details of such collateral or property;
 - (e) it authorizes and directs Wildeboer Dellelce LLP and Miller Thomson LLP (and any other counsel or agent acting on their respective instructions pursuant to the authorizations given herein) to promptly prepare, complete, execute and file in any jurisdiction all such

registrable forms of discharge, financing change statements or other similar documents of discharge or release as may be required to effect a total discharge and termination of all registrations of, or in respect of, any of the Security Documents, including the registrations set out in Schedule "D" hereto (the "**Registrations**");

- (f) it releases any interest it may have in any policies of insurance maintained by the Releasees, or any of them, and any proceeds thereof, and agrees that, upon the request and expense of any of the Releasees, it will provide notice to any insurers of the property and assets of any of the Releasees that it has no further interest in any such policy of insurance; and
 - (g) it shall from time to time hereafter, at the request and expense of the Releasees, do and perform all such further acts and things and execute and deliver all such further assurances, deeds, instruments, assignments, conveyances, certificates, releases and other documents as may reasonably be required by any of the Releasees, in a form approved by the Agent, to give full force and effect to the provisions hereof, including, without limitation, the execution and delivery to the Releasees of all such forms of release or discharge, in registrable form where necessary, required to discharge from the applicable registries the Registrations.
- 6. This payout letter shall be binding upon the Agent and its successors and assigns and shall enure to the benefit of the Releasees and their respective successors and assigns.
 - 7. This payout letter shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereto irrevocably attorn and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario, sitting in the City of Toronto, with respect to any disputes arising out of this payout letter.
 - 8. This payout letter shall be null and void in the event that the Final Payout Amount is not received by the Agent by 4:30 p.m. (ET) on July 7, 2023.
 - 9. This payout letter may be validly delivered by the delivery of a facsimile or pdf version of an executed copy thereof.

[Signature page follows.]

IN WITNESS WHEREOF this payout letter has been executed and delivered effective as of the date first written above.

EVERGREEN GAP DEBT GP INC., as agent

DocuSigned by:
By: Jared Kalish
Name: Jared Kalish
DocuSigned by:
By: [Signature]
Name: Ilan Jacobson

EVERGREEN GAP DEBT LP, by its general partner, EVERGREEN GAP DEBT GP INC.

DocuSigned by:
By: Jared Kalish
Name: Jared Kalish
DocuSigned by:
By: [Signature]
Name: Ilan Jacobson

GAP DEBT III LP, by its general partner, GAP DEBT III GP INC.

DocuSigned by:
By: Jared Kalish
Name: Jared Kalish
DocuSigned by:
By: [Signature]
Name: Ilan Jacobson

NWM PD DIRECT LENDING LP, by its general partner, NWM PD DIRECT LENDING G.P. LTD.

By: _____
Name: Jurgen van Vuuren

IN WITNESS WHEREOF this payout letter has been executed and delivered effective as of the date first written above.

EVERGREEN GAP DEBT GP INC., as agent

By: _____
Name: Jared Kalish

By: _____
Name: Ilan Jacobson

EVERGREEN GAP DEBT LP, by its general partner, EVERGREEN GAP DEBT GP INC.

By: _____
Name: Jared Kalish

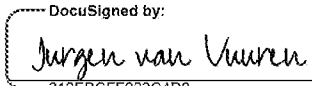
By: _____
Name: Ilan Jacobson

GAP DEBT III LP, by its general partner, GAP DEBT III GP INC.

By: _____
Name: Jared Kalish

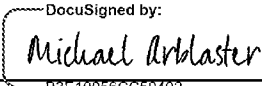
By: _____
Name: Ilan Jacobson

NWM PD DIRECT LENDING LIMITED PARTNERSHIP, by its general partner, NWM PD DIRECT LENDING G.P. LTD.

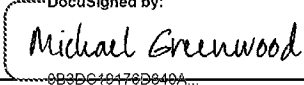
By:  _____
Name: Jurgen van Vuuren

ACKNOWLEDGED AND ACCEPTED as of the date first written above.

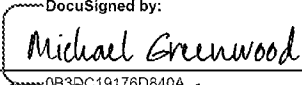
2821680 ONTARIO INC.

By: 
Name: Michael Arblaster
Title: Director

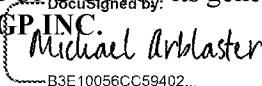
PHARMASmart INTERNATIONAL, LLC

By: 
Name: Michael Greenwood
Title: Treasurer & Secretary

PHARMA-SMART CANADA CORP.

By: 
Name: Michael Greenwood
Title: Treasurer & Secretary

**CPS PARTNERS FUND LP, by its general partner,
CPS PARTNERS GP, INC.**

By: 
Name: Michael Arblaster
Title: President


Signed in the presence of:

WITNESS

)
)
)
) 
) **JOSEPH O. SARKIS**
)

Signed in the presence of:

WITNESS

)
)
) 
) **FREDERICK W. SARKIS**
)
)

**Schedule A
Wire Instructions
FIREPOWER DEBT GP INC.**

Beneficiary Name:	Firepower Debt GP Inc.
Address:	47 Front Street East, Suite 200 Toronto, ON M5E 1B3
Name of Bank:	Royal Bank of Canada
Address of Bank:	2 Bloor St. E. Toronto, ON M4W 1A8
Account Number:	1097088
SWIFT Code:	ROYCCAT2
Bank Number:	003
Transit Number:	06702

**Schedule B
Wire Instructions
NWM PD DIRECT LENDING LIMITED PARTNERSHIP**

CQSI SETTLEMENT INSTRUCTIONS:

CUID:	CRED	DTC:	5083
CDCC:	088	US Option CMTA:	0443
Agent/Institutional ID:	00094252	LEI	549300G4ZFEXYMS4H802
BIC:	CRNLCA81		

A BIC1 is an 'inactive' BIC which is only used for identification purposes.

BANKING INSTRUCTIONS:

Canadian Wire:

Swift BIC: ROYCCAT2
ROYAL BANK OF CANADA
200 BAY ST MAIN FLOOR,
TORONTO, ONTARIO M5J 2J5

Branch Address (if applicable):

Royal Bank of Canada
1025 West Georgia St.
Vancouver, BC V6E 3N9

Beneficiary Account #: 1408939
Institution / Bank #: 003
Transit #: 00010

Beneficiary Account: Credential Qtrade Securities Inc.
Beneficiary Address: 700 – 1111 West Georgia Street
Vancouver, BC
V6E 4T6

For further credit to: *NWM PDDL LP, Acct# 511407L1*

USD Wire:

Beneficiary Bank

SWIFT BIC: ROYCCAT2
ROYAL BANK OF CANADA
200 BAY ST MAIN FLOOR,
TORONTO ONTARIO M5J 2J5
UID: 055253

Beneficiary Account #: 4022745
Institution / Bank #: 003
Transit #: 00010

Beneficiary Account: Credential Qtrade Securities Inc.
Beneficiary Address: 700 – 1111 West Georgia Street
Vancouver, BC
V6E 4T6

For further credit to: *NWM PDDL LP, Acct# 511407M1*

Correspondent Bank:

Swift BIC: CHASUS33
ABA: 021000021
JP MORGAN CHASE BANK
NEW YORK NY USA

**Schedule C
Wire Instructions
WILDEBOER DELLELCE LLP**

Account Name:	Wildeboer Dellelce LLP
Address:	365 Bay Street, Suite 800 Toronto, ON M5H 2V1
Name of Bank:	Royal Bank of Canada
Address of Bank:	Main Branch Royal Bank Plaza Toronto, ON M5J 2J5
Account Number:	1347012 (CAD)
SWIFT Code:	ROYCCAT2
Bank Number:	003
Transit Number:	00002
Reference No.:	7092-2101247

Schedule D Registrations

Personal Property Security Act

Debtor	Jurisdiction	Secured Party	General Collateral	Registration Details
2821680 ONTARIO INC.	ONTARIO	EVERGREEN GAP DEBT GP INC., AS AGENT	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	File Reference Number: 771050259 Registration No: 20210330 1110 1862 4446
PHARMA-SMART CANADA CORP.	NOVA SCOTIA	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 34249326
PHARMASMART INTERNATIONAL, LLC	BRITISH COLUMBIA	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 865815M
PHARMASMART INTERNATIONAL, LLC	ALBERTA	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 21033016665
PHARMASMART INTERNATIONAL, LLC	SASKATCHEWAN	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 302148332
PHARMASMART INTERNATIONAL, LLC	MANITOBA	EVERGREEN GAP DEBT GP INC., AS AGENT	The security interest is taken in all of the debtor's present and after-acquired personal property.	Registration No: 202105375800
PHARMASMART INTERNATIONAL, LLC	ONTARIO	EVERGREEN GAP DEBT GP INC., AS AGENT	Inventory, Equipment, Accounts, Other, Motor Vehicle Included	File Reference Number: 771050781 Registration No: 20210330 1114 1862 4450
PHARMASMART INTERNATIONAL, LLC	QUEBEC	EVERGREEN GAP DEBT GP INC., AS AGENT	*refer to search for collateral description	Registration No: 21-0411803-0002

PHARMASMART INTERNATIONAL, LLC	NEW BRUNSWICK	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 34988642
PHARMASMART INTERNATIONAL, LLC	NOVA SCOTIA	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 34249466
PHARMASMART INTERNATIONAL, LLC	PRINCE EDWARD ISLAND	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 5451316
PHARMASMART INTERNATIONAL, LLC	NEWFOUNDLAND & LABRADOR	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 18715540
PHARMASMART INTERNATIONAL, LLC	NUNAVUT	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 478818
PHARMASMART INTERNATIONAL, LLC	NORTHWEST TERRITORIES	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 1740851
PHARMASMART INTERNATIONAL, LLC	YUKON	EVERGREEN GAP DEBT GP INC., AS AGENT	All present and after-acquired personal property of the debtor.	Registration No: 9271405
JOSEPH O'HARA SARKIS	BRITISH COLUMBIA	EVERGREEN GAP DEBT GP INC., AS AGENT	See below	Registration No: 911304M
Collateral Description: All present and after-acquired (i) certificated and uncertificated securities registered in the name of the debtor in the capital of 2821680 Ontario Inc. and its successors (collectively, the Pledged Securities), (ii) all options, warrants and rights, whether as an addition to, in substitution of, or in exchange for, the Pledged Securities, (iii) all dividends, money, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, the Pledged Securities, provided that where such distributions are permitted under the loan agreement, they shall be included as collateral only after the security interest becomes enforceable, (iv) all other rights and claims of the debtor in respect of, or in connection with, the foregoing, and (v) all proceeds in any form arising out of, or derived, directly or indirectly, from, any of the foregoing.				
CPS PARTNERS FUND LP CPS PARTNERS GP INC.	ONTARIO	EVERGREEN GAP DEBT GP INC., AS AGENT	Accounts, Other	File Reference Number: 771705027 Registration No: 20210420 1031 1862 6029

General Collateral Description: All present and after-acquired (i) certificated and uncertificated securities registered in the name of the debtor in the capital of 2821680 Ontario Inc. and its successors (collectively, the Pledged Securities), (ii) all options, warrants and rights, whether as an addition to, in substitution of, or in exchange for, the Pledged Securities, (iii) all dividends, money, instruments and other property from time to time received, receivable or otherwise distributed in respect of, or in exchange for, the Pledged Securities, provided that where such distributions are permitted under the loan agreement, they shall be included as collateral only after the security interest becomes enforceable, (iv) all other rights and claims of the debtor in respect of, or in connection with, the foregoing, and (v) all proceeds in any form arising out of, or derived, directly or indirectly, from, any of the foregoing.

DELAWARE UCC

Debtor	Secured Party	Collateral	Registration Details
PHARMASMART INTERNATIONAL, LLC	EVERGREEN GAP DEBT GP INC., AS AGENT	ALL OF DEBTOR'S RIGHT, TITLE AND INTEREST, WHETHER NOW EXISTING OR HEREAFTER ACQUIRED, IN AND TO ALL PERSONAL PROPERTY OF THE DEBTOR, AND THE PROCEEDS AND PRODUCTS, WHETHER TANGIBLE OR INTANGIBLE, THEREOF.	UCC Initial Filing No: 2021 2566330

CANADIAN INTELLECTUAL PROPERTY OFFICE**Trademarks**

Debtor	Trademark	Registration Number
PHARMASMART ACQUISITION, LLC	PHARMASMART AND DESIGN	1261637 / TMA690,293
PHARMASMART ACQUISITION, LLC	PS DATASMART	1542956 / TMA884,793
PHARMASMART ACQUISITION, LLC	BPT CARE	1650593 / TMA908,343
PHARMASMART ACQUISITION, LLC	BPT RX	1650592 / TMA920,879
PHARMASMART ACQUISITION, LLC	BPT MOBILE	1643621 / TMA949,173
PHARMASMART ACQUISITION, LLC	BPT ONE	1643622 / TMA949,244

UNITED STATES PATENT AND TRADEMARK OFFICE**Trademarks**

Debtor	Trademark	Registration Number
PHARMASMART ACQUISITION, LLC	PHARMASMART	3094751
PHARMASMART ACQUISITION, LLC	PS DATASMART	4254787
PHARMASMART ACQUISITION, LLC	PS MEDIA	5065132

Patents

Debtor	Trademark	Registration Number
PHARMASMART ACQUISITION, LLC	CUFF FOR MEASUREMENT OF BLOOD PRESSURE	7166077
PHARMASMART ACQUISITION, LLC	RING-SHAPED CUFF FOR MEASUREMENT OF BLOOD PRESSURE	7427268
PHARMASMART ACQUISITION, LLC	NETWORK FOR BLOOD PRESSURE DATA MANAGEMENT AND RECHARGEABLE SMART CARD	8534549