

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM446746

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Antares Capital LP, as Agent	FORMERLY GE Canada Finance Holding Company	10/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VerticalScope Inc.		
Street Address:	111 Peter Street, Suite 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5V 2H1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3649026	AUTOFORUMS	
Registration Number:	3649027	AUTOFORUMS.COM	
Registration Number:	2745706	VERTICALSCOPE	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	3125778265		
Email:	kristin.brozovic@kattenlaw.com		
Correspondent Name:	Kristin Brozovic C/O Katten		
Address Line 1:	525 W Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	387132-47		
NAME OF SUBMITTER:	Kristin Brozovic		
SIGNATURE:	/Kristin Brozovic/		
DATE SIGNED:	10/11/2017		
Total Attachments: 4			
source=Antares VS Trademark Security Agreement#page1.tif			
source=Antares VS Trademark Security Agreement#page2.tif			

CH \$90.00 3649026

source=Antares VS Trademark Security Agreement#page3.tif
source=Antares VS Trademark Security Agreement#page4.tif

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT (this “**Release**”) is made as of October 5, 2017, by ANTARES CAPITAL LP, as Agent for the Secured Parties (as successor to GE CANADA FINANCE HOLDING COMPANY (“**GECC**”)) (in such capacity, “**Agent**”), in favor of VerticalScope Inc., an Ontario corporation (“**Grantor**”), and its successors, assigns and legal representatives. Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Guaranty and Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WITNESSETH:

WHEREAS, Grantor, Agent and certain other Persons party thereto are parties to that certain Guaranty and Security Agreement dated as of November 28, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the “**Guaranty and Security Agreement**”) and Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of November 28, 2012 (the “**Trademark Security Agreement**”).

WHEREAS, pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement, Grantor granted to Agent for the benefit of the Secured Parties a continuing security interest in all of Grantor’s right, title and interest in, to and under certain Trademarks and Trademark Collateral as security for certain obligations owing by Grantor to Agent, including, without limitation, the Trademarks described in the Trademark Security Agreement, which are set forth on Schedule A hereto and the Trademark Collateral described below;

WHEREAS, the Trademark Security Agreement was recorded by the United States Patent and Trademark Office (the “**USPTO**”) on November 29, 2012, at Reel 4909, Frame 0772 in favor of GECC;

WHEREAS, the Trademark Security Agreement was assigned by GECC to Agent on August 21, 2015 (the “**Assignment**”) and the Assignment was recorded by the USPTO on October 6, 2015, at Reel 5644, Frame 0962; and

WHEREAS, Grantor has requested that Agent, and Agent now desires to, enter into this Release to terminate and release its continuing security interest in the Trademarks and Trademark Collateral pursuant to the Guaranty and Security Agreement and the Trademark Security Agreement and to reassign any and all rights, title and interest in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Agent hereby states as follows:

1. Agent, on behalf of itself and the Secured Parties, their successors, assigns and legal representatives, hereby terminates the Trademark Security Agreement and automatically and unconditionally discharges, releases and terminates its continuing security interest in any and all of Grantor’s right, title and interest in and to the Trademarks and the Trademark Collateral,

and reassigns to Grantor any and all rights, title and interest in and to the Trademarks and the following (collectively the “**Trademark Collateral**”):

(a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Agent hereby authorizes the recordation of this Release with the USPTO and any other applicable registry.

4. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

-- Remainder of Page Intentionally Blank; Signature Page Follows --

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

ANTARES CAPITAL LP, as Agent

By:  _____

Name: Phillip P. Smith

Its: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Owner	Trademark	Jurisdiction	Application #	Application Date	Registration #	Registration Date
VerticalScope Inc.	AUTOFORUMS	U.S.A.	77548527	August 15, 2008	3649026	June 30, 2009
VerticalScope Inc.	AUTOFORUMS.COM	U.S.A.	77548542	August 15, 2008	3649027	June 30, 2009
VerticalScope Inc.	VERTICALSCOPE	U.S.A.	76073592	June 19, 2000	2745706	August 5, 2003

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.