

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322399

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DayMen Canada Acquisition ULC		11/06/2014	ULC: CANADA
RECEIVING PARTY DATA			
Name:	GE Canada Finance Holding Company		
Street Address:	123 Front Street West		
Internal Address:	Suite 1400		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2M2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	86210758	ECHELON	
Serial Number:	86130064	MAXFIT SYSTEM	
Serial Number:	86222024	QUICKSPIN 360	
Serial Number:	86209667	SATINSHELL	
Serial Number:	86209677	STRETCHFLEX STRAP	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	025646-0819		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/zg/		

CH \$140.00 86210758

DATE SIGNED:	11/06/2014
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 6, 2014, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of GE Canada Finance Holding Company (“GE Canada”), as Canadian Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 6, 2014 (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Canadian Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation, as US/HK Agent, GE Corporate Finance Bank SAS, London Branch, as UK Agent, and GE Canada, as Canadian Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark, Patent and Design Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Secured Parties, and grants to the Canadian Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

- (c) 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;
- (d) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (e) all renewals and extensions of the foregoing;
- (f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (g) 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;
- (h) all of its Designs and all IP Licenses providing for the grant by or to Grantor of any right under any Design, including, without limitation, those referred to on Schedule 1 hereto; and
- (i) 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.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, Patents, Designs and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Pledge and Security Agreement.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

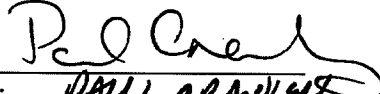
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

DAYMEN CANADA ACQUISITION ULC,
as Grantor

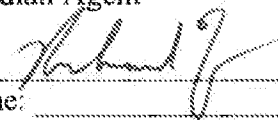
By: 
Name: PAUL CRAWLEY
Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005395 FRAME: 0584

ACCEPTED AND AGREED
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,
as Canadian Agent

By: 
Name: _____
Title: _____

RICHARD ZENI
DULY AUTHORIZED SIGNATORY

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Patents and Designs

Country	Title	Filed	Inventor Name(s)	Application No.	Patent No.	Issue Date
US	Wheeled knapsack	05/24/1996	Ann H. Song	08/653,678	5,676,286	10/14/1997

Patents Applications

Country	Title	Filed	Inventor Name(s)	Application No.
US	Infield Backpack for Carrying a Spotting Scope Attached to a Tripod	4/29/2013	Kevin Crandall	13/824914
US	Bag with collapsible pocket	9/17/2013	Luis Quehl	14/029629

Trademarks

Country	Trademark	Status	Serial No./ Reg. No.	Filing Date/ Reg. Date
United States	ECHELON	Pending	86/210758	03/04/2014
United States	MAXFIT SYSTEM	Pending	86/130064	11/26/2013
United States	QUICKSPIN 360	Pending	86/222024	03/14/2014
United States	SATINSHELL	Pending	86/209667	03/03/2014
United States	STRETCHFLEX STRAP	Pending	86/209677	03/03/2014