TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM548921 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Casana Furniture Company Ltd.		10/31/2019	Corporation:

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce	
Street Address:	199 Bay Street, 4th Floor	
City:	Toronto, ON	
State/Country:	CANADA	
Postal Code:	M5L 1A2	
Entity Type:	Chartered Bank: CANADA	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3595265	CASANA

CORRESPONDENCE DATA

Fax Number: 4162163930

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: 416-216-4857

andrea.ashton@nortonrosefulbright.com Email:

Correspondent Name: Andrea Ashton

Address Line 1: 222 Bay Street, Suite 3000

Toronto, ON, CANADA M5K 1E7 Address Line 4:

ATTORNEY DOCKET NUMBER:	1001081021
NAME OF SUBMITTER:	Andrea Ashton
SIGNATURE:	/Andrea Ashton/
DATE SIGNED:	11/11/2019

Total Attachments: 5

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INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of October <u>31</u>, 2019, is made by CASANA FURNITURE COMPANY LTD. (the **Grantor**) in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the **Secured Party**).

WITNESSETH:

WHEREAS the Grantor is the registered owner of:

- (i) the Canadian trademarks listed in <u>Schedule "A"</u> hereto (collectively, the **Canadian Trademarks**);
- (ii) the United States trademarks and design patents listed in <u>Schedule "B"</u> hereto (collectively, the **US IP** and collectively with the Canadian Trademarks, the **Intellectual Property**);

WHEREAS the Secured Party and the Grantor have entered into that certain general security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

WHEREAS the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Manitoba; and

WHEREAS the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

- 1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
- 2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
- 3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.
- 4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the USIP.
- 5. This 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.

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- 6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
- 7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

CASANA FURNITURE COMPANY LTD.,

as Grantor

Ву:

Name: Darren Stevenson

Title: Treat

[Signatures continue on next page]

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

	DIAN IMPERIAL BANK OF COMMERCE, ured Party
By:	
Name:	
Title:	
	Geoff Golding Authorized Signatory
Ву:	
Name:	Cinhard Chai
Title:	A. Aborized Signalary

SCHEDULE "B"

US TRADEMARKS

Trademark	Registration Number	Registration Date
CASANA	3595265	March 24, 2009

US DESIGN PATENTS

Serial Number	<u>Title</u>	Brief Description	<u>Status</u>
US D668,885 S	Furniture	Ornamental design for furniture	Registered
US D617,117	Furniture	Ornamental design for furniture	Registered

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RECORDED: 11/11/2019