

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601142

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1244311 B.C. Ltd.		09/30/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporatoin Canada		
Street Address:	1250 Rene-Levesque Ouest		
Internal Address:	Suite 2100		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 4W8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	87373625	MW MOLDED WEAVE TECHNOLOGY	
Serial Number:	87342539	EQUINOX	
Serial Number:	88151059	RAMTUFF	
Serial Number:	88196990	RAMTUFF	
Serial Number:	87881889	CLEVR DESIGN	
Serial Number:	87608876	ENDURO	
Serial Number:	87603857	FUSION	
Serial Number:	87300883	ENDURO CAPRISA	
Serial Number:	87300845	ENDURO PALMA	
Serial Number:	85939916	GSC	
Serial Number:	85895455	VIPER	
Serial Number:	85399400	AMERICAN VIRTUE	
Serial Number:	85366424	PATRIOT	
Serial Number:	85133751	ORGANIZE-IT!	
Serial Number:	85133676	ORGANIZE-IT!	
Serial Number:	78955645	TURBO PADDLER	
Serial Number:	78920242	PENGUIN	
Serial Number:	78891857	PENGUIN	

OP \$840.00 87373625

Property Type	Number	Word Mark
Serial Number:	78268880	ENDURO
Serial Number:	77983254	SWISS CARGO
Serial Number:	77983239	SWISS CARGO
Serial Number:	77982842	SWISS CARGO
Serial Number:	77982744	SWISS CARGO
Serial Number:	77867236	FOLD-N-ROLL
Serial Number:	77866897	MOVE MASTER
Serial Number:	77639214	EASY RIDER
Serial Number:	77639174	EASY RIDER
Serial Number:	77195140	EQUINOX
Serial Number:	77431162	SWISS CARGO
Serial Number:	77421922	SWISS CARGO
Serial Number:	76166820	HERITAGE
Serial Number:	75471922	FUTURE BEACH
Serial Number:	77770371	SWISS CARGO

CORRESPONDENCE DATA

Fax Number: 2159724169
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: 2159727880
Email: trademarks@saul.com, lynn.white@saul.com
Correspondent Name: Mark D. Simpson, Esq.
Address Line 1: Centre Square West, 1500 Market Street
Address Line 2: 38th Floor
Address Line 4: Philadelphia, PENNSYLVANIA 19102

ATTORNEY DOCKET NUMBER:	380609.00001
NAME OF SUBMITTER:	Mark D. Simpson
SIGNATURE:	/Mark D. Simpson/
DATE SIGNED:	10/05/2020

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of September, 2020, by and among 1244311 B.C. LTD. (the "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("Wells Fargo"), in its capacity as Secured Party for itself, as Lender, and the Bank Product providers (in such capacity, together with its successors and assigns in such capacity, "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among 1244311 B.C. LTD., as borrower ("Borrower"), and Wells Fargo, as lender ("Lender"), Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender and the Bank Product providers are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, the other Loan Documents, and the Bank Products, but only upon the condition, among others, that Grantor shall have executed and delivered to Secured Party, for the benefit of itself, as Lender, and the Bank Product providers, that certain Guaranty and Security Agreement, dated as of September 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guaranty and Security Agreement"); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantor is required to execute and deliver to Secured Party, for the benefit of itself, as Lender and provider of Bank Providers, and for the benefit of any other provider of Bank Products, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, mutatis mutandis.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, for the benefit of itself, as Lender and provider of Bank Products, and for the benefit of any other provider of Bank Products, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral");

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantor to Secured Party, Lender, the Bank Product providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party, for the benefit of itself, as Lender and provider of Bank Products, and for the benefit of any other Bank Products, pursuant to the Guaranty and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND

JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, MUTATIS MUTANDIS.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR: **1244311 B.C. LTD.**

By: _____
Name:
Title:

SECURED PARTY: **ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, an Ontario corporation

By: **David Boutin** _____
Name: David Boutin
Title: Vice President

Digitally signed by David Boutin
Date: 2020.07.16 14:44:54 -04'00'

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:

1244311 B.C. LTD.

By: 
Name: Vikram Chitkora
Title: Director

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**, an Ontario
corporation

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

#00864

**TRADEMARK
REEL: 007068 FRAME: 0217**

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MARK	Country	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER OF RECORD
Enduro & Design	Canada	1134382	TMA602752	02/19/2004	GSC Technologies Inc.
Enduro (Color Design)	Mexico	1477142	1530950	04/21/2015	GSC Technologies Corporation
GSC & Design	Canada	1143774	TMA602206	02/13/2004	GSC Technologies Inc.
GSC (Color Design)	Mexico	1495178	1486998	10/09/2014	GSC Technologies Corporation
GSC (Color Design)	Mexico	1495177	1486997	10/09/2014	GSC Technologies Corporation
SWISS CARGO	Canada	1441552	TMA772412	07/20/2010	GSC Technologies Inc.
Swiss Cargo	European Union	8644114	8644114	07/06/2011	GSC Technologies Inc.
SWISS CARGO	Canada	1456349	TMA807960	09/29/2011	GSC Technologies Inc.
SWISS CARGO	Canada	1386747	TMA742344	06/19/2009	GSC Technologies Inc.
SWISS CARGO	Canada	1441549	TMA807952	09/29/2011	GSC Technologies Inc.
MOLDED WEAVE TECHNOLOGY	Canada	1823601	Abandoned	10/15/2019	GSC Technologies Inc.
EQUINOX	Canada	1386745	TMA752163	11/04/2009	GSC Technologies Inc.
EQUINOX & Design	Canada	1823602	TMA1005266	09/20/2018	GSC Technologies Inc.
EQUINOX	Canada	1335022	TMA716093	06/05/2008	GSC Technologies Inc.
MOLDED WEAVE TECHNOLOGY & Design	Canada	1827669	TMA1073053	02/19/2020	GSC Technologies Inc.
X & Design	Canada	1824416	TMA1070475	01/22/2020	GSC Technologies Inc.
ORGANIZE-IT !	Canada	1476980	TMA845341	03/06/2013	GSC Technologies Inc.
STORAGE IDEAS	Canada	1355791	TMA719258	07/24/2008	GSC Technologies Inc.

MARK	Country	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER OF RECORD
PENGUIN & Design	Canada	1307270	TMA687112	05/08/2007	GSC Technologies Inc.
ORGANIZE-IT ! CLOSET SYSTEMS	Canada	1335188	TMA816660	02/01/2012	GSC Technologies Inc.
RAMTUFF	Canada	1143773	TMA621197	09/30/2004	GSC Technologies Inc.
AHHA	Canada	1317599	TMA695596	09/04/2007	GSC Technologies Inc.
FUTURE BEACH	Canada	0853535	TMA540983	02/08/2001	GSC Technologies Inc.
VIPER	Canada	1621717	TMA882712	07/23/2014	GSC Technologies Inc.
PENGUIN LEISURE PRODUCTS & Design	Canada	1307268	TMA690521	06/21/2007	GSC Technologies Inc.
SURE-FLO GUTTER GUARD	Canada	1467322	TMA783139	11/23/2010	GSC Technologies Inc.
VECTOR & Design	Canada	1825179	TMA1073054	02/19/2020	GSC Technologies Inc.
STORAGE IDEAS & DESIGN	Canada	1355790	TMA719393	07/25/2008	GSC Technologies Inc.
ORGANIZE-IT !	Canada	1335186	TMA816998	02/07/2012	GSC Technologies Inc.
Redfish	Canada	1695075	TMA918423	10/27/2015	GSC Technologies Inc.
TURBO PADDLER	Canada	1333195	TMA705987	01/29/2008	GSC Technologies Inc.
PENGUIN	Canada	1303222	TMA687103	05/08/2007	GSC Technologies Inc.
SWISS SPORT	Canada	1459627	TMA939860	06/06/2016	GSC Technologies Inc.
SWEETWATER	Canada	1303223	TMA685717	04/11/2007	GSC Technologies Inc.
AHHA	Canada	1318022	TMA694466	08/21/2007	GSC Technologies Inc.
ENDURO	Canada	1856130	TMA1053796	09/11/2019	GSC Technologies Inc.
PDX	Canada	1856517	TMA1066547	12/17/2019	GSC Technologies Inc.
BARRACUDA	Canada	1853551	N/A	N/A	GSC Technologies Inc.
<u>RAMTUFF</u>	United States	<u>88151059</u>	<u>5757328</u>	05/21/2019	GSC Technologies Inc.
<u>RAMTUFF</u>	United States	<u>88196990</u>	5922502	11/26/2019	GSC Technologies Inc.

MARK	Country	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER OF RECORD
<u>MW MOLDED WEAVE TECHNOLOGY</u>	United States	<u>87373625</u>	<u>5728463</u>	04/16/2019	GSC Technologies Corp.
<u>CLEVR DESIGN</u>	United States	<u>87881889</u>	N/A	N/A	GSC Technologies Inc.
<u>EQUINOX</u>	United States	<u>87342539</u>	<u>5558381</u>	09/11/2018	GSC Technologies Corp.
<u>ENDURO</u>	United States	<u>87608876</u>	<u>5448178</u>	04/17/2018	GSC Technologies Inc.
<u>FUSION</u>	United States	<u>87603857</u>	<u>5447816</u>	04/17/2018	GSC Technologies Inc.
<u>ENDURO CAPRISA</u>	United States	<u>87300883</u>	N/A	N/A	GSC Technologies Inc.
<u>ENDURO PALMA</u>	United States	<u>87300845</u>	N/A	N/A	GSC Technologies Inc.
<u>GSC</u>	United States	<u>85939916</u>	<u>4469746</u>	01/21/2014	GSC Technologies Inc.
<u>VIPER</u>	United States	<u>85895455</u>	<u>4432453</u>	11/12/2013	GSC Technologies Inc.
<u>AMERICAN VIRTUE</u>	United States	<u>85399400</u>	<u>4515031</u>	04/15/2014	GSC Technologies Inc.
<u>PATRIOT</u>	United States	<u>85366424</u>	<u>4515005</u>	04/15/2014	GSC Technologies Inc.
<u>ORGANIZE-IT!</u>	United States	<u>85133751</u>	<u>4143509</u>	05/15/2012	GSC Technologies Inc.
<u>ORGANIZE-IT!</u>	United States	<u>85133676</u>	<u>4143508</u>	05/15/2012	GSC Technologies Inc.
<u>TURBO PADDLER</u>	United States	<u>78955645</u>	<u>3304826</u>	10/02/2007	GSC Technologies Inc.
<u>PENGUIN</u>	United States	<u>78920242</u>	<u>3350334</u>	12/04/2007	GSC Technologies Inc.
<u>PENGUIN</u>	United States	<u>78891857</u>	<u>3350235</u>	12/04/2007	GSC Technologies Inc.
<u>ENDURO</u>	United States	<u>78268880</u>	<u>2899679</u>	11/02/2004	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77983254</u>	<u>4183696</u>	07/31/2012	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77983239</u>	<u>4183695</u>	07/31/2012	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77982842</u>	<u>4099613</u>	02/14/2012	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77982744</u>	<u>4099606</u>	02/14/2012	GSC Technologies Inc.
<u>FOLD-N-ROLL</u>	United States	<u>77867236</u>	<u>3866072</u>	10/19/2010	GSC Technologies Inc.
<u>MOVE MASTER</u>	United States	<u>77866897</u>	<u>4030315</u>	09/27/2011	GSC Technologies Inc.

MARK	Country	SERIAL NUMBER	REGIS. NUMBER	REGIS. DATE	OWNER OF RECORD
<u>EASY RIDER</u>	United States	<u>77639214</u>	<u>3748385</u>	02/16/2010	GSC Technologies Inc.
<u>EASY RIDER</u>	United States	<u>77639174</u>	<u>3748383</u>	02/16/2010	GSC Technologies Inc.
<u>EQUINOX</u>	United States	<u>77195140</u>	<u>3509512</u>	09/30/2008	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77431162</u>	<u>3610033</u>	04/21/2009	GSC Technologies Inc.
<u>SWISS CARGO</u>	United States	<u>77421922</u>	<u>3610017</u>	04/21/2009	GSC Technologies Inc.
<u>HERITAGE</u>	United States	<u>76166820</u>	<u>2490862</u>	09/18/2001	GSC Technologies Inc.
<u>FUTURE BEACH</u>	United States	<u>75471922</u>	<u>2559166</u>	04/09/2002	GSC Technologies Inc.
Swiss Cargo	United States	77770371	4481329	02/11/2014	GSC Technologies Inc.
ENDURO CAPRISA	Canada	1813335	N/A	N/A	GSC Technologies Inc.
VECTOR	Canada	1823605	N/A	N/A	GSC Technologies Inc.
ENDURO PALMA	Canada	1813329	N/A	N/A	GSC Technologies Inc.

Upon consummation of the Closing Date Acquisition the Grantor will acquire each of the above noted Trademarks.

Trade Names

Nil.

Common Law Trademarks

Nil.

Trademarks Not Currently In Use

Nil.

Trademark Licenses

Nil.

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