

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300370

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coalision Inc.		03/27/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	1155 Rene-Levesque Blvd. West		
Internal Address:	Suite 330		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H3B 4P9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	3053017	COALISION	
Registration Number:	3617667		
Registration Number:	3730147	FLO	
Registration Number:	2857198	FLOSPORT	
Registration Number:	3058662	LOLË	
Registration Number:	3208486	LOLË	
Registration Number:	4141018	LOLEPOP	
Serial Number:	86003381	LOLË WHITE TOUR	
Serial Number:	85575076		
Registration Number:	3128754	PARADOX	
Registration Number:	4093032	L	
Serial Number:	85705693	WHITE YOGA SESSION	
Registration Number:	1756156	PARADOX	
Serial Number:	86151614	WHITE BY LOLË	
CORRESPONDENCE DATA			
Fax Number:	3026365454		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	800-927-9801 x 62348		
		TRADEMARK	

CH \$365.00 3053017

Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER: 083581

NAME OF SUBMITTER: Jean Paterson

SIGNATURE: /jep/

DATE SIGNED: 04/04/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Dated as of March 27, 2014

WHEREAS, COALISION INC., a Canada corporation (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof) including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Deeds") by and among the Pledgor, certain subsidiaries of the Pledgor, the lenders from time to time party thereto (the "Lenders") and Canadian Imperial Bank of Commerce, as agent for the Lenders (in such capacity, the "Agent"), the Lenders have agreed to provide certain financial accommodations to the Pledgor. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, in order to secure the obligations and liabilities of the Pledgor under the Credit Agreement, pursuant to that certain Debenture, Pledge of Debenture, Pledge of Shares, Deed of Hypothec and General Security Agreement (collectively, the "Security Agreements" together with the Credit Agreement, the "Credit Documents"), the Pledgor has granted to the Agent, for the benefit of itself and the Lenders, a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Agent, for the benefit of itself and the Lenders, as security for the Obligations, a continuing security interest

in all of the Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

(i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A annexed hereto;

(ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and

(iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the [Security Agreements]. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Credit Documents with respect to the Trademark Collateral. The Pledgor and the Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent, for the benefit of itself and the Lenders, with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Agent, for the benefit of the Lenders, in the Trademark Collateral with the USPTO or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof. At such time as the Credit Documents have been terminated and all Obligations have been indefeasibly paid in full and performed, the Agent, on behalf of itself and the Lenders, shall promptly execute and deliver to the Pledgor, at the Pledgor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Agent, for the benefit of itself and the Lenders, in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Credit Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.

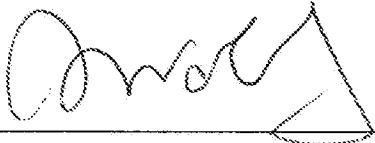
If any conflict or inconsistency exists between this Agreement or the Credit Documents, the Credit Documents shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGOR:

COALISION INC.

By  _____
Name:
Title:

ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By _____
Name:
Title:

By _____
Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGOR:

COALISION INC.

By _____

Name:

Title:

ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By _____

Name:

Title:

Jomo Russell

AUTHORIZED SIGNATORY

By _____

Name:

Title:

Kyle Lane

Authorized Signatory

Schedule A
to Trademark Security Agreement

TRADEMARKS

<u>Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date or Date of Registration</u>	<u>Trademark</u>
Coalision Inc.	78256519	3053017	01/31/2006	COALISION
Coalision Inc.	78926810	3617667	05/05/2009	DOVE DESIGN
Coalision Inc.	78926789	3730147	12/22/2009	FLO
Coalision Inc.	76285282	2857198	06/29/2004	FLOSPORT
Coalision Inc.	78256513	3058662	02/14/2006	LOLË
Coalision Inc.	78856195	3208486	02/13/2007	LOLË
Coalision Inc.	85164119	4141018	05/15/2012	LOLEPOP
Coalision Inc.	86003381		07/05/2013	LOLË WHITE TOUR
Coalision Inc.	85575076		03/20/2012	MOUNTAIN DESIGN
Coalision Inc.	78509430	3128754	08/15/2006	PARADOX
Coalision Inc.	85164074	4093032	01/31/2012	L
Coalision Inc.	85705693		08/16/2012	WHITE YOGA SESSION
Coalision Inc.	74082692	1756156	03/02/1993	PARADOX
Coalision Inc.	86/151,614		12/23/2013	WHITE BY LOLË