

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305021

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ZEDI CANADA INC.		02/20/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ROYAL BANK OF CANADA		
<b>Street Address:</b>	200 BAY STREET		
<b>City:</b>	TORONTO		
<b>State/Country:</b>	CANADA		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3896243	SILVERJACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7038482981		
<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>			
<b>Phone:</b>	1-703-584-3270		
<b>Email:</b>	KFredlake@rmsclaw.com, ttyler@rmsclaw.com		
<b>Correspondent Name:</b>	ROBERTS MLOTKOWSKI SAFRAN & COLE, P.C.		
<b>Address Line 1:</b>	7918 Jones Branch Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	MCLEAN, VIRGINIA 22102		
<b>ATTORNEY DOCKET NUMBER:</b>	336848-00500		
<b>NAME OF SUBMITTER:</b>	Justin L. Krieger		
<b>SIGNATURE:</b>	/Justin L. Krieger/		
<b>DATE SIGNED:</b>	05/20/2014		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

This trademark security agreement (as amended, amended and restated, modified, replaced, restated or supplemented from time to time, this "**Trademark Security Agreement**") granted by ZEDI CANADA INC. (the "**Debtor**") to ROYAL BANK OF CANADA, as administrative agent for and on behalf of each Secured Lender (as defined below) (in such capacity, the "**Administrative Agent**"), is made as of February 20, 2014.

**WHEREAS**, the Debtor is or will become party to a general security agreement, dated as of the date hereof (as amended, amended and restated, modified, replaced, restated or supplemented from time to time, the "**General Security Agreement**"), in favour of the Administrative Agent, for the benefit of each Lender, Swap Lender, Cash Management Lender and Creditcard Lender (collectively, the "**Secured Lenders**" and each, a "**Secured Lender**") and the Administrative Agent may wish to record this Trademark Security Agreement with any one or more of the Canadian Intellectual Property Office ("**CIP**O") and the United States Patents and Trademarks Office ("**USPTO**");

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the Debtor hereby agrees with the Administrative Agent, for the benefit of each Secured Lender, as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the General Security Agreement. As well, the following definition will apply:

- (a) "**Trademark**" will mean any trademark registration or trademark application or any trademark registration that may be granted from any such application or any renewal or extension of any of the foregoing, or any unregistered or common law trademark, in any country of the World, and any reference to a trademark shall also include a service mark, distinguishing guise, trade dress, word mark and design mark.

2. ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT CAPACITY. This Trademark Security Agreement is granted to the Administrative Agent in its capacity as agent for the Secured Lenders. All of the covenants, representations, warranties, rights, benefits and protections made or given in favour of the Administrative Agent hereunder are acknowledged to be for the joint and several benefit of the Administrative Agent and each of the Secured Lenders from time to time.

3. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. As continuing security for the payment and performance of the Obligations, the Debtor hereby grants to the Administrative Agent, for the benefit of each Secured Lender, a continuing, specific and fixed security interest (the "**Trademark Security Interest**") in all of the Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"):

- (a) all Trademarks listed on Schedule A; and
- (b) all goodwill of the business connected with the use of, and symbolized by, any Trademark; and
- (c) all proceeds derived from or in connection with any Trademark, including, any claim by the Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

4. REPRESENTATION AND WARRANTY. The Debtor represents and warrants on the date hereof to the Administrative Agent, for the benefit of each Secured Lender, that, except as disclosed in Schedule A attached hereto, the Debtor has no interest in, title to, or the right to use any Trademark, whether subject of an application, certificate, filing, registration or other document, issued or filed, or otherwise, in any country or any other political subdivision of the World.

5. SECURITY AGREEMENT. The Trademark Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the General Security Agreement. The Debtor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the General Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. ADDITIONAL TRADEMARKS. If the Debtor shall obtain any right, title or interest in or to any Trademark that is not set out on Schedule A, the provisions of this Trademark Security Agreement shall automatically apply thereto and all such additional Trademarks shall become part of the Trademark Collateral herein. The Debtor shall deliver prompt notice to the Administrative Agent as soon as it has any right, title or interest in or to any such additional Trademark.

7. CONSTRUCTION. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the General Security Agreement, the provisions of the General Security Agreement shall control. Unless the context requires otherwise, (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any person shall be construed to include such person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Trademark Security Agreement in its entirety and not to any particular provision hereof, and (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Trademark Security Agreement.

8. TERMINATION. Upon termination of the commitments in respect of all Obligations and full and final payment and performance of the Obligations, the Administrative Agent shall, upon request in writing by the Debtor and at the Debtor's expense deliver to the Debtor an instrument in writing in recordable form releasing the Trademark Security Interest in the Trademark Collateral.


9. GOVERNING LAW. This Trademark Security Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable in the Province of Alberta without prejudice to or limitation of any other rights or remedies available under the laws of any jurisdiction where property or assets of the Debtor may be found.

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10. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

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

**DEBTOR:** **ZEDI CANADA INC.**

By:   
Name: Matthew Heffernan  
Title: President and Chief Executive Officer


**ADMINISTRATIVE AGENT:** **ROYAL BANK OF CANADA, as Administrative Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PROVINCE OF ALBERTA §  
§  
§

On this 2<sup>nd</sup> day of February, 2014, before me personally appeared Matthew Heffernan, personally  
(officer of debtor)  
known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is  
subscribed to the within instrument and declared to me that he/she is authorized by Zedi Canada Inc.  
(debtor)  
to execute the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the  
person upon behalf of which the individual acted, executed the instrument.

DECLARED BEFORE ME at  
the City of Calgary in the Province of Alberta  
this 2<sup>nd</sup> day of February, 2014.

  
A Notary Public in and for the Province of Alberta

(Affix Seal Below)

**Sylvia E. De Angelis**  
**Barrister and Solicitor**

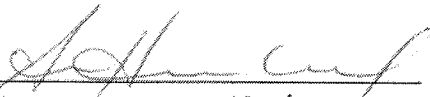
10. **COUNTERPARTS.** This Trademark Security Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

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

**DEBTOR: ZEDI CANADA INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT: ROYAL BANK OF CANADA, as Administrative Agent**

By:   
Name: Ann Hurley  
Title: Manager, Agency

PROVINCE OF ALBERTA §  
§  
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On this \_\_\_ day of February, 2014, before me personally appeared \_\_\_\_\_, personally (officer of debtor) known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and declared to me that he/she is authorized by \_\_\_\_\_ (debtor) to execute the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

DECLARED BEFORE ME at the City of Calgary in the Province of Alberta this \_\_\_ day of February, 2014.

\_\_\_\_\_  
A Notary Public in and for the Province of Alberta

(Affix Seal Below)

SCHEDULE A

This SCHEDULE A attached to the TRADEMARK SECURITY AGREEMENT dated effective the 20<sup>th</sup> day of February, 2014 between ZEDI CANADA INC., as debtor, and ROYAL BANK OF CANADA, as administrative agent.

<u>Trademarks</u>	<u>Country</u>	<u>App./Reg. Date</u>	<u>Serial No./ Registration No</u>
SILVERJACK	Canada	June 23, 2010	TMA770,636
MTRAC	Canada	March 5, 2003	TMA577,019
SILVERJACK	United States	December 28, 2010	3,896,243