

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM332446

<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>
English Bay Batter L.P.		09/05/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Bank of Montreal		
<b>Street Address:</b>	First Canadian Place		
<b>Internal Address:</b>	Corporate Finance, 11th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5X 1A1		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86146224	ENGLISH BAY	
<b>Serial Number:</b>	86145849	ENGLISH BAY BATTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8324088558		
<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>	8323388090		
<b>Email:</b>	tm@fibbelightner.com		
<b>Correspondent Name:</b>	A. Reagan Fibbe		
<b>Address Line 1:</b>	3733-1 Westheimer, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>ATTORNEY DOCKET NUMBER:</b>	DENTONS - BANKOFMONTREAL		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Fibbe Lightner LLP		
<b>Address Line 1:</b>	3733-1 Westheimer Rd, No. 1009		
<b>Address Line 4:</b>	Houston, TEXAS 77027		
<b>NAME OF SUBMITTER:</b>	A. Reagan Fibbe		
<b>SIGNATURE:</b>	/A Reagan Fibbe/		

OP \$65.00 86146224

<b>DATE SIGNED:</b>	02/18/2015
---------------------	------------

**Total Attachments: 4**

source=EBB - Security Agreement - Trademarks (US) (executed)[1]#page1.tif

source=EBB - Security Agreement - Trademarks (US) (executed)[1]#page2.tif

source=EBB - Security Agreement - Trademarks (US) (executed)[1]#page3.tif

source=EBB - Security Agreement - Trademarks (US) (executed)[1]#page4.tif

**SECURITY AGREEMENT – TRADEMARKS (U.S.)**

This Agreement is granted this 5th day of September, 2014 by the entity listed on the signature page hereof (the "**Grantor**") in favour of Bank of Montreal (the "**Bank**").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned agrees as follows:

**Section 1. Grant of Security Interest**

As security for all present and future, direct or indirect indebtedness, liabilities and obligations of the Grantor to the Bank arising under the credit agreement dated as of September 5, 2014 made among the Grantor, as the "Borrower" and the Bank, as such agreement may be modified, supplemented, amended, restated or replaced from time to time (the "**Credit Agreement**"), the Grantor hereby assigns and grants, as security, to the Bank a security interest (the "**Security Interest**") in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule "A" attached hereto, together with all renewals and extensions thereof, all income, damages and payments now or hereafter due or payable with respect thereto including, without limitation, damages and payments for past or future infringements thereof, all license agreements relating thereto (individually, a "**Licence Agreement**"), and all rights corresponding thereto throughout the world (all of the foregoing trademarks and rights are sometimes hereinafter referred individually as a "**Trademark**", and, collectively, as the "**Trademarks**".)

**Section 2. Exception to Security Interest**

The last day of the term of any Licence Agreement is specifically excepted from the Security Interest, but the Grantor agrees to stand possessed of such last day in trust for any person acquiring such interest of the Grantor. To the extent that the granting of the Security Interest in respect of any Licence Agreement to which the Grantor is a party would constitute a breach or cause the acceleration thereof, the Grantor hereby agrees to use commercially reasonable efforts to obtain from the other party or parties thereto any necessary consents to the charging and assignment thereof in favour of the Bank, and the attachment of the Security Interest thereto shall be postponed until such consent is provided. Upon the provision of such consent, the Security Interest shall immediately attach thereto. Until such attachment, the Grantor shall hold its interest therein in trust for the Bank, unless the holding of such interest by the Grantor in trust for the Bank would constitute a breach or cause the acceleration thereof.

**Section 3. Event of Default**

In this agreement, "Event of Default" has the meaning ascribed thereto in the Credit Agreement. Upon the occurrence and during the continuation of an Event of Default, the Bank shall be entitled to enforce the Security Interest and in so doing may exercise all rights and

remedies in respect of the Trademarks which are available at law (specifically including all rights and remedies of a secured party under the *Personal Property Security Act* (British Columbia)).

**Section 4. Bank's Appointment as Attorney-in-Fact**

The Grantor irrevocably constitutes and appoints the Bank and each of its authorized Banks from time to time as the true and lawful attorney of the Grantor with power of substitution in the name of the Grantor, upon the occurrence and during the continuation of an Event of Default, to: endorse the name of the Grantor on all applications, documents, papers, assignments and instruments necessary or desirable regarding the Trademarks; take any other actions with respect to the Trademarks as the Bank deems to be in the best interest of the Lenders, including without limitation, the realization or collection of all or any income, damages or payments related thereto; grant or issue any exclusive or non-exclusive license or sublicense under the Trademarks; or assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone by private or public sale, lease or otherwise upon such terms and conditions as the Bank may determine as permitted by law and whether or not the Bank has taken possession of the Trademarks.

**Section 5. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Grantor agrees that any lawsuit, action or proceeding arising out of or relating to this Agreement may be instituted in the Courts of British Columbia and the Grantor hereby accepts and irrevocably submits to the jurisdiction of the said Courts and acknowledges their competence and agrees to be bound by any judgment thereof; provided that nothing herein shall limit the rights of the Bank to bring or initiate proceedings against the Grantor or any other person elsewhere.

**Section 6. Further Assurances**

From time to time, at the request of the Bank, the Grantor shall make and do all acts and things and execute and deliver all documents, agreements and instruments as the Bank may reasonably request in order to create, preserve and perfect the Security Interest, to enable the Bank to exercise and enforce its rights and remedies hereunder and generally to carry out the provisions and purposes of this Agreement.

**Section 7. Paramountcy**

To the extent that there is any inconsistency between a provision of this Agreement and a provision of the Credit Agreement, the provision of the Credit Agreement shall govern.

**IN WITNESS WHEREOF**, this Agreement has been executed and delivered by the Grantor under the hands of its proper officers duly authorized in that behalf.

**ENGLISH BAY BATTER L.P.**, by its general partner  
**ENGLISH BAY BETTER GP INC.**, as Grantor

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title:

Signature page – Borrower Trademark Security Agreement (U.S.)

Schedule "A" to Trademark Security Agreement

List of Trademarks

<b>Country</b>	<b>Owner</b>	<b>Trademark Name</b>	<b>Registration/Application Number</b>
United States	English Bay Batter L.P.	English Bay Batter and Design	Application No. 86146224
United States	English Bay Batter L.P.	English Bay	Application No. 86145849