

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM334782

<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>
8708975 CANADA INC		02/27/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	TORONTO-DOMINION BANK		
<b>Street Address:</b>	66 Wellington Street West 39th Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5K 1A2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77099014	A   U   R	
<b>Serial Number:</b>	73705567	AUREA	
<b>Serial Number:</b>	77873094	CLIMALOFT	
<b>Serial Number:</b>	85124702	COOLLITE	
<b>Serial Number:</b>	77859110	FLEXVENT	
<b>Serial Number:</b>	86336335	FLOW-DRY	
<b>Serial Number:</b>	85067642	FOR YOUR FREEDOM OF PLAY	
<b>Serial Number:</b>	86435316	FREEDOM OF MOVEMENT	
<b>Serial Number:</b>	86330701	PROTEK 3L	
<b>Serial Number:</b>	77881436	SIARAS	
<b>Serial Number:</b>	77200017	STORMPACK	
<b>Serial Number:</b>	73648442	SUN ICE	
<b>Serial Number:</b>	73648419	SUN ICE	
<b>Serial Number:</b>	78715696	SUNICE	
<b>Serial Number:</b>	85451865	WORN BY TOUR PROFESSIONALS WORLDWIDE	
<b>Serial Number:</b>	78667486	WX TECH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	716-854-27		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			
<b>TRADEMARK</b>			

OP \$415.00 77099014

*using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 716-854-4300 ext 230  
**Email:** lgreenbaum@gross-shuman.com  
**Correspondent Name:** Leslie Mark Greenbaum  
**Address Line 1:** 465 Main Street Suite 600  
**Address Line 4:** BUFFALO, NEW YORK 14203

**ATTORNEY DOCKET NUMBER:** 11308-018

**DOMESTIC REPRESENTATIVE**

**Name:** Gross,Shuman, Brizdle & Gilfillan, PC  
**Address Line 1:** 465 Main Street Suite 600  
**Address Line 4:** Buffalo, NEW YORK 14203

**NAME OF SUBMITTER:** Leslie Mark Greenbaum

**SIGNATURE:** /lesliemarkgreenbaum/

**DATE SIGNED:** 03/11/2015

**Total Attachments: 5**

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source=img-311152810#page5.tif

**Intellectual Property Security Agreement**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT**, dated as of February 27, 2015 (this "Security Agreement"), is made by **8708975 CANADA INC.**, a federal Canadian corporation (the "Grantor"), in favor of **THE TORONTO-DOMINION BANK** (the "Lender").

**WHEREAS**, the Lender and each of Thread Collective Inc., a federal Canadian corporation, Sunice Inc., a federal Canadian corporation, and Imperial Apparel Group Inc., a Quebec corporation (collectively as "Borrowers") are parties to a certain loan arrangement evidenced by, among other documents, instruments and agreement, a certain Loan Agreement dated September 13, 2012, as amended by a First Amendment to Loan Agreement dated November 11, 2013; and as further amended by a Second Amendment to Loan Agreement dated November 15, 2015; and as further amended by a Third Amendment to Loan Agreement dated January 28, 2014; and as further amended by a Fourth Amendment to Loan Agreement dated February 6, 2014; and as further amended by a Fifth Amendment to Loan Agreement dated September 30, 2014; and as further amended by a Sixth Amendment to Loan Agreement dated January 20, 2015; and as further amended by a Seventh Amendment to Loan Agreement dated February 3, 2015; and as further amended by an Eighth Amendment to Loan Agreement dated February 27, 2015 (collectively, and as may be further amended, restated, supplemented, replaced or otherwise modified from time to time, the "Loan Agreement");

**WHEREAS**, in connection with the Loan Agreement, the Grantor has entered into a Movable Hypothec dated as of February 27, 2015 in favor of the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Hypothec"); and

**WHEREAS**, the Loan Agreement and the Hypothec require the Grantor to execute and deliver this Security Agreement.

**NOW, THEREFORE**, in consideration of the premises and in order to ensure compliance with the Loan Agreement and the Hypothec, the Grantor hereby agrees as follows:

**SECTION 1. Defined Terms.** Capitalized terms used herein without definition are used as defined in the Loan Agreement.

**SECTION 2. Grant of Security Interest.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Liabilities, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a lien on and security interest in, all of its right, title and interest in, to and under the following collateral (the "Trademark Collateral"):

(i) all of its trademarks and all trademark licenses providing for the grant by or to the Grantor of any right under any trademark, including those referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

**SECTION 3. Hypothec.** The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Hypothec, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Hypothec, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

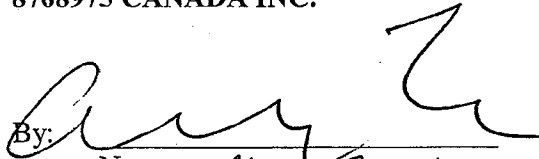
**SECTION 4. Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.

**SECTION 5. Counterparts.** This Security Agreement may be executed by the parties to this Security Agreement in separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart to this Security Agreement by facsimile transmission or by electronic mail in pdf format shall be as effective as delivery of a manually executed counterpart hereof.

**SECTION 6. Governing Law.** This Security Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Security Agreement and the transactions contemplated hereby shall be construed in accordance with and be governed by the law (without giving effect to the conflict of law principles thereof except for Sections 5-1401 and 5-1402 of the New York General Obligations Law) of the State of New York.

**IN WITNESS WHEREOF**, the Grantor has caused this Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

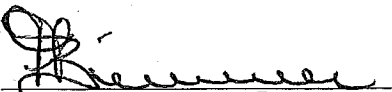
**8708975 CANADA INC.**


By: 

Name: Alen Brandman  
Title: President

Acknowledged and agreed to  
as of the date hereof:

**THE TORONTO-DOMINION BANK**

By:   
Name: FRANCOIS BIENVENUE  
Title: ACCOUNT MANAGER

By:   
Name: DARCY MACK  
Title: AUP

Doc #403619.8

**SCHEDULE I**

**I. UNITED STATES TRADEMARKS**

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>FILING DATE</u>	<u>REGISTRATION DATE</u>	<u>SERIAL NUMBER</u>
AUR	3518877	February 5, 2007	October 21, 2008	77099014
AUREA	1522702	January 14, 1988	January 31, 1989	73705567
CLIMALOFT	3820985	November 16, 2009	July 20, 2010	77873094
COOLLITE	4200663	September 8, 2010	September 4, 2012	85124702
FLEXVENT	3987679	October 28, 2009	July 5, 2011	77859110
FLOW-DRY	Pending	July 14, 2014	Pending	86336335
FOR YOUR FREEDOM OF PLAY	4120293	June 21, 2010	April 3, 2012	85067642
FREEDOM OF MOVEMENT	Pending	October 27, 2014	Pending	86435316
PROTEK 3L	Pending	July 8, 2014	Pending	86330701
SIARAS	3990777	November 27, 2009	July 5, 2011	77881436
STORMPACK	3614386	June 7, 2007	May 5, 2009	77200017
SUN ICE	1498709	March 9, 1987	August 2, 1988	73648442
SUN ICE	1499636	March 9, 1987	August 9, 1988	73648419
SUNICE	3385374	September 19, 2005	February 19, 2008	78715696
WORN BY TOUR PROFESSIONALS WORLDWIDE	4374430	October 20, 2011	July 30, 2013	85451865
WX TECH	3188940	July 11, 2005	December 26, 2006	78667486