

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386717

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canada Goose Inc.		06/03/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	199 Bay Street, 4th Fl., Commerce Ct. W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 29			
Property Type	Number	Word Mark	
Serial Number:	86576665	ARCTIC LUXURY	
Registration Number:	4848793	ARCTIC TECH	
Registration Number:	4857453	ARCTIC-TECH	
Registration Number:	2831208	ASK ANYONE WHO KNOWS	
Serial Number:	86568684	BI-DURANCE.5	
Registration Number:	4619311	BRANTA	
Registration Number:	4455111	CANADA GOOSE	
Registration Number:	3979986	CANADA GOOSE ADVENTURE TOURS	
Registration Number:	3254771	CANADA GOOSE ARCTIC PROGRAM	
Registration Number:	3983188	CANADA GOOSE	
Registration Number:	4627017	CHILLIWACK BOMBER	
Registration Number:	4750308	FREESTYLE VEST	
Registration Number:	4061865	HYBRIDGE	
Serial Number:	86576683	KEEP EARTH COLD	
Registration Number:	4256232	METRO SPORTSWEAR	
Registration Number:	4102545	SNOW MANTRA	
Serial Number:	86636649		
Serial Number:	86782545	STRATI-FORMA	
Registration Number:	4718731	TEI	

OP \$740.00 86576665

Property Type	Number	Word Mark
Registration Number:	4706074	TEI INDICE D'EXPERIENCE THERMALE THERMAL
Serial Number:	85693834	THE ARCTIC CIRCLE
Registration Number:	3855331	THE DOWN EXPERTS
Registration Number:	4017536	THERMAL MAPPING
Registration Number:	4883767	TRI-DURANCE
Registration Number:	4911726	TRI-DURANCE HS
Registration Number:	4911727	TRI-DURANCE SS
Registration Number:	4706055	UNIFORM OF THE COLDEST PLACES ON EARTH
Serial Number:	86928416	UNOFFICIAL JACKET OF FILM CREWS EVERYWHE
Serial Number:	86606721	VEREFLEX 15D

CORRESPONDENCE DATA

Fax Number:

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.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Nancy A. Zarazua

Address Line 1: 111 West Monroe Street

Address Line 2: Chapman and Cutler LLP

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER: Nancy A. Zarazua

SIGNATURE: /Michael Barys/

DATE SIGNED: 06/06/2016

Total Attachments: 15

source=19. ABL Grant of Security Interest in Trademark#page1.tif
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Canada Goose Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: Ontario
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 3, 2016

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: Canadian Imperial Bank of Commerce., as Agent

Street Address: 199 Bay Street, 4th Fl., Commerce Ct. W

City: Toronto

State: Ontario

Country: Canada Zip: M5L 1A2

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank _____ Citizenship Canada

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

B. Trademark Registration No.(s)

See Schedule A attached hereto.

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nancy A. Zarazua

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-5133

Docket Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: Nancy A. Zarazua for Chapman and Cutler LLP

June 6, 2016

Signature

Date

Nancy A. Zarazua, Paralegal

Total number of pages including cover sheet, attachments, and document:

15

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ABL GRANT OF
SECURITY INTEREST IN TRADEMARK**

THIS ABL GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of June 3, 2016 (this "*Agreement*"), is made by Canada Goose Inc., a corporation existing under the laws of Ontario ("*Grantor*"), in favor of Canadian Imperial Bank of Commerce ("*CIBC*"), as administrative agent and collateral agent (in such capacities, together with any successor agent appointed pursuant to the Credit Agreement, the "*Administrative Agent*") for the several banks and other financial institutions (the "*Lenders*") from time to time party to the Credit Agreement, dated as of June 3, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "*Credit Agreement*"), among Grantor, the Swiss Borrower (as defined therein) (together with Grantor, collectively, the "*Borrowers*"), the Lenders from time to time party thereto, and CIBC, as the Administrative Agent, the Swingline Lender and the Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans, and the Letter of Credit Issuer has agreed to issue Letters of Credit, to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has entered into a General Security Agreement, dated as of June 3, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "*Security Agreement*"), with the other "*Grantors*" party thereto and the Administrative Agent.

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make loans, to induce the Letter of Credit Issuer to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Bank Product Agreements with Holdings, Grantor and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. *Grant of Security Interest.* Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such

Trademarks and the right to receive all Proceeds therefrom (collectively, the “*Collateral*”), to the Administrative Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; *provided* that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. *Purpose.* This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. *Termination or Release.* Upon the termination of the Security Agreement or release of Grantor in accordance with Section 7.4 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of Grantor under this Grant of Security Interest in Trademarks.

5. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower Representative and the Administrative Agent.

7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

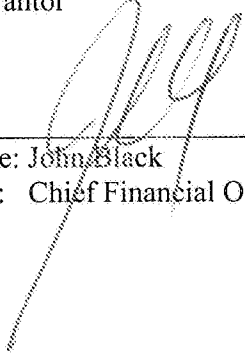
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CANADA GOOSE INC.,
as Grantor

By: _____



Name: John Black

Title: Chief Financial Officer

A handwritten signature in black ink, appearing to read 'John Black', is written over a horizontal line. The signature is stylized and cursive.

[Signature Page to ABL Grant of Security Interest in Trademark]

CANADIAN IMPERIAL BANK OF COMMERCE,
as the Administrative Agent

By:  
Name: Geoff Golding Anthony Tsuen
Title: Authorized Signatory Authorized Signatory

[Signature Page to ABL Grant of Security Interest in Trademark]

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

FOR TRADEMARKS:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
SEE ATTACHED			

Canada Goose Inc.

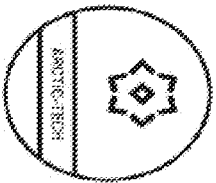
Trademark Status Report

Our Ref. No.	Country Status	Trademark	Logo	Application No. Application Date	Registration No. Registration Date	Due Date Action	Due Date
8513-TM101183US00	United States of America	ARCTIC LUXURY		86576665 Mar. 25, 2015			
8513-TM84881US00	United States of America	ARCTIC TECH		85/922038 May. 02, 2013	4848793 Nov. 10, 2015	SECTION 8 & 15 DECLARATION OF USE	Nov. 10, 2021
	Registered					RENEWAL	Nov. 10, 2025
						Deadline	

Canada Goose Inc.

Trademark Status Report

8513- TM87547US00	United States of America	ARCTIC TECH & Design	85795413	4857453	SECTION 8 & 15 DECLARATION OF USE	Nov. 24, 2021
	Registered		Dec. 05, 2012	Nov. 24, 2015	Deadline	
					RENEWAL	Nov. 24, 2025
					Deadline	
8513- TM15700US00	United States of America	ASK ANYONE WHO KNOWS	761273734	2831208	RENEWAL	Apr. 13, 2024
	Registered		Mar. 08, 2001	Apr. 13, 2004	deadline	
8513- TM101088US00	United States of America	Bi-Durance.5	86568684			
	Filed		Mar. 18, 2015			
8513- TM78394US00	United States of America	BRANTA	85/353029	4619311	SECTION 8 & 15 DECLARATION OF USE	Oct. 14, 2020
	Registered		Jun. 22, 2011	Oct. 14, 2014	Deadline	
					RENEWAL	Oct. 14, 2024
					Deadline	



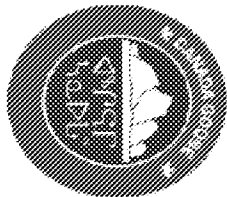
Canada Goose Inc.

Trademark Status Report

8513- TM15410US00	United States of America	CANADA GOOSE	85/970992	4455111	SECTION 8 & 15 DECLARATION OF USE	Dec. 24, 2019
	Registered		Jun. 26, 2013	Dec. 24, 2013	Deadline	
					RENEWAL	Dec. 24, 2023
					Deadline	
8513- TM70350US00	United States of America	CANADA GOOSE ADVENTURE TOURS & DESIGN	77/838949	3979986	SECTION 8 & 15 DECLARATION OF USE	Jun. 21, 2017
	Registered		Oct. 01, 2009	Jun. 21, 2011	Deadline	
					RENEWAL	Jun. 21, 2021
					Deadline	
8513- TM18208US01	United States of America	CANADA GOOSE ARCTIC PROGRAM & DESIGN	78/584861	3254771	RENEWAL	Jun. 26, 2017
	Registered		Mar. 10, 2005	Jun. 26, 2007	Deadline	

Canada Goose Inc.

Trademark Status Report



8513- TM70651US00	United States of America	CANADA GOOSE Resource Centre Logo	77/856298	3983188	SECTION 8 & 15 DECLARATION OF USE	Jun. 28, 2017
	Registered		Oct. 23, 2009	Jun. 28, 2011	RENEWAL	Jun. 28, 2021
					Deadline	
8513- TM87088US00	United States of America	CHILLIWACK BOMBER	85791033	4627017	SECTION 8 & 15 DECLARATION OF USE	Oct. 28, 2020
	Registered		Nov. 29, 2012	Oct. 28, 2014	RENEWAL	Oct. 28, 2024
					Deadline	
8513- TM88334US00	United States of America	FREESTYLE VEST	85837878	4750308	SECTION 8 & 15 DECLARATION OF USE	Jun. 09, 2021
	Registered		Jan. 31, 2013	Jun. 09, 2015	RENEWAL	Jun. 09, 2025
					Deadline	
8513- TM71278US00	United States of	HYBRIDGE	77/927309	4061865	SECTION 8 & 15 DECLARATION OF	Nov. 29, 2017


Canada Goose Inc.

Trademark Status Report

Trademark	Country	Registration Number	Registration Date	Renewal Date	Section	Deadline
8513-TM101178US00	United States of America	KEEP EARTH COLD	86576683		USE	
	Registered		Feb. 03, 2010	Nov. 29, 2011	Deadline	
					RENEWAL	Nov. 29, 2021
					Deadline	
8513-TM77905US00	United States of America	METRO SPORTSWEAR	85/446708	4256232	SECTION 8 & 15 DECLARATION OF USE	Dec. 11, 2018
	Registered		Oct. 13, 2011	Dec. 11, 2012	Deadline	
					RENEWAL	Dec. 11, 2022
					Deadline	
8513-TM39374US00	United States of America	SNOW MANTRA	85397862	4102545	SECTION 8 & 15 DECLARATION OF USE	Feb. 21, 2018
	Registered		Aug. 15, 2011	Feb. 21, 2012	Deadline	
					RENEWAL	Feb. 21, 2022

Canada Goose Inc.

Trademark Status Report

		Deadline	
8513-TM99754US00	United States of America SNOW MANTRA Jacket Design Filed	86636649 May. 20, 2015	
8513-TM104349US00	United States of America STRATI-FORMA Filed	86782545 Oct. 08, 2015	
8513-TM80907US00	United States of America TEI Registered	85525373 Jan. 25, 2012	4718731 Apr. 14, 2015
			SECTION 8 & 15 DECLARATION OF USE Deadline Apr. 14, 2025
			RENEWAL Deadline Apr. 14, 2025
8513-TM83004US00	United States of America TEI & Design Registered	85525389 Jan. 25, 2012	4706074 Mar. 24, 2015
			SECTION 8 & 15 DECLARATION OF USE Deadline Mar. 24, 2021
			RENEWAL Deadline Mar. 24, 2025

Canada Goose Inc.

Trademark Status Report

						Deadline	
8513-TM852226US00	United States of America	THE ARCTIC CIRCLE	85693834				
	Filed		Aug. 02, 2012				
<hr/>							
8513-TM9380US00	United States of America	THE DOWN EXPERTS	77/406769	3855331			Oct. 05, 2016
	Registered		Feb. 26, 2008	Oct. 05, 2010			Deadline
							RENEWAL
							Oct. 05, 2020
							Deadline
<hr/>							
8513-TM68990US00	United States of America	THERMAL MAPPING	77/757757	4017536			Aug. 30, 2017
	Registered		Jun. 11, 2009	Aug. 30, 2011			Deadline
							RENEWAL
							Aug. 30, 2021
							Deadline
<hr/>							
8513-TM87546US00	United States of America	TRI-DURANCE	85795485	4883767			Jan. 12, 2022
							SECTION 8 & 15
							DECLARATION OF USE

Canada Goose Inc.

Trademark Status Report

TRADEMARK
REEL: 005806 FRAME: 0514

Registered		Dec. 05, 2012	Jan. 12, 2016	Deadline		
				RENEWAL	Jan. 12, 2026	
				Deadline		
8513- TM87549US00	United States of America	TRI-DURANCE HS & Design	85791023	4911726	SECTION 8 & 15 DECLARATION OF USE	Mar. 08, 2022
Registered			Nov. 29, 2012	Mar. 08, 2016	Deadline	
					RENEWAL	Mar. 08, 2026
					Deadline	
8513- TM87548US00	United States of America	TRI-DURANCE SS & Design	85791032	4911727	SECTION 8 & 15 DECLARATION OF USE	Mar. 08, 2022
Registered			Nov. 29, 2012	Mar. 08, 2016	Deadline	
					RENEWAL	Mar. 08, 2026
					Deadline	
8513- TM77115US00	United States of America	UNIFORM OF THE COLDEST PLACES ON EARTH	851285150	4706055	SECTION 8 & 15 DECLARATION OF USE	Mar. 24, 2021
Registered			Apr. 04, 2011	Mar. 24, 2015	Deadline	

Canada Goose Inc.

Trademark Status Report

RENEWAL Mar. 24, 2025
Deadline

8513- TM106126US00	United States of America	Unofficial jacket of film crews everywhere it's cold	86928416	Mar. 03, 2016
8513- TM98956US00	United States of America	Vereflex 15D	86606721	Apr. 22, 2015
