

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM388982

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Cycling Sports Group, Inc.		06/20/2016	Corporation: DELAWARE
Dorel Juvenile Group, Inc.		06/20/2016	Corporation: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West. 4th Floor
Internal Address:	Attention: Manager, Agency
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 32

Property Type	Number	Word Mark
Registration Number:	4664030	CANNONDALE 1971
Registration Number:	4576919	CANNONDALE
Registration Number:	4316187	CANNONDALE
Registration Number:	3904530	CANNONDALE USA
Registration Number:	2531404	CANNONDALE
Registration Number:	2258778	CANNONDALE
Registration Number:	1032202	CANNONDALE
Registration Number:	4121988	COSCO
Registration Number:	4231581	COSCO
Registration Number:	1792514	COSCO
Registration Number:	0881941	COSCO
Registration Number:	0705489	COSCO
Registration Number:	0703536	COSCO
Registration Number:	3645098	SAFETY 1ST
Registration Number:	3138168	SAFETY 1ST
Registration Number:	3138169	SAFETY 1ST
Registration Number:	3264293	SAFETY 1ST

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3306499	SAFETY 1ST
Registration Number:	1619413	SAFETY 1ST
Registration Number:	1629943	SAFETY 1ST
Registration Number:	1630734	SAFETY 1ST
Registration Number:	1630775	SAFETY 1ST
Registration Number:	1631658	SAFETY1ST
Registration Number:	1632363	SAFETY 1ST
Registration Number:	1668413	SAFETY1ST
Registration Number:	2798315	SAFETY 1ST
Registration Number:	4451635	SAFETY 1ST
Registration Number:	4756311	SAFETY 1ST
Registration Number:	3874976	SAFETY 1ST
Registration Number:	4096445	SAFETY 1ST
Serial Number:	86906769	CANNONDALE 1971
Serial Number:	86503696	COSCO KIDS

CORRESPONDENCE DATA

Fax Number: 2148558200

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.

Phone: 2148558000

Email: chris.andersen@nortonrosefulbright.com

Correspondent Name: Chris R. Andersen

Address Line 1: 2200 Ross Avenue, Suite 3600

Address Line 2: Norton Rose Fulbright US LLP

Address Line 4: Dallas, TEXAS 75201-7932

ATTORNEY DOCKET NUMBER:	11504786
NAME OF SUBMITTER:	Chris Andersen
SIGNATURE:	/chris andersen/
DATE SIGNED:	06/23/2016

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of June 20, 2016 (this "**Agreement**"), by and among CYCLING SPORTS GROUP, INC., a Delaware corporation ("**Cycling**"), DOREL JUVENILE GROUP, INC., a Massachusetts corporation ("**DJG**"), COSCO MANAGEMENT INC., a Delaware corporation (together with Cycling and DJG, collectively, the "**Grantors**" and each a "**Grantor**"), and ROYAL BANK OF CANADA, in its capacity as Collateral Agent for the ratable benefit of the Secured Parties (as defined in the Intercreditor Agreement) (in such capacity, the "**Collateral Agent**"). Capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (as hereinafter defined), the Intercreditor Agreement (as hereinafter defined) or in Schedule A to the Intercreditor Agreement, as context requires

WITNESSETH:

WHEREAS, pursuant to the Fourth Amended and Restated Credit Agreement dated as of June 19, 2015 (as the same has been prior to the date hereof and hereafter may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") among Dorel Industries Inc., a corporation organized under the laws of the Province of Quebec, Canada ("**Dorel**"), DJG, Ameriwood Industries Inc., a Delaware corporation, Pacific, Dorel Investments B.V., a Netherlands corporation, Dorel Finance L.P., a Delaware limited partnership, Cycling, Dorel U.S.A., Inc., a Delaware corporation and Dorel Global (Macau Commercial Offshore) Limited, a Macau corporation (each, a "**Borrower**", and, collectively, the "**Borrowers**"), certain financial institutions as Lenders (the "**RBC Lenders**") and in other capacities, Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the Co-Lead Arrangers, the Lenders have extended commitments to make Loans to each Borrower;

WHEREAS, an Amended and Restated Note Purchase Agreement dated as of June 19, 2015 (as same has been prior to the date hereof and hereafter may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Note Purchase Agreement**") has been entered into among Dorel, as issuer, and the holders of Notes (as defined in the Note Purchase Agreement) from time to time party thereto (the "**Noteholders**");

WHEREAS, pursuant to that certain Collateral Agency and Intercreditor Agreement dated as of June 19, 2015 (as amended, restated, amended and restated, supplemented, replaced and otherwise modified from time to time, the "**Intercreditor Agreement**") among, *inter alios*, the Grantors, Royal Bank of Canada, as the Administrative Agent and Collateral Agent, the RBC Lenders party thereto, and the Noteholders party thereto, the Secured Parties have appointed the Collateral Agent to represent them and act on their behalf;

WHEREAS, each Grantor is a Subsidiary of Dorel;

WHEREAS as continuing collateral security for, *inter alia*, the payment and performance of its Secured Obligations (as defined in the Security Agreement), each Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure its Secured Obligations; and

WHEREAS all necessary corporate proceedings and resolutions have been duly taken and passed by each Grantor and all other actions have been taken by the Grantors to authorize the execution of this Agreement, in conformity therewith.

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to Collateral Agent, for the ratable benefit of the applicable Secured Parties, a continuing security interest in, lien on and collateral assignment of, all of such Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "**Collateral**"):

- a) the trademark and service mark registrations and applications set forth in Schedule A hereto (provided that no security interest or collateral assignment shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein or collateral assignment thereof would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");
- b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;
- c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment of all Secured Obligations of such Grantor now or hereafter existing, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations and that would be owed by such Grantor to the Secured Parties but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Borrower or any other Grantor.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of that certain Security Agreement dated as of the date hereof, by and among, inter alia, the Grantors and the Collateral Agent (the "**Security Agreement**"). Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security

Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.


SECTION 6. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

CYCLING SPORTS GROUP, INC.

By: 
Name: Peter Woods
Title: Director

DOREL JUVENILE GROUP, INC.

By: _____
Name: Paul Powers
Title: Director

COSCO MANAGEMENT INC.

By: _____
Name: Steven Willeke
Title: President

Signature Page to Intellectual Property Security Agreement

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

CYCLING SPORTS GROUP, INC.

By: _____
Name: Peter Woods
Title: Director

DOREL JUVENILE GROUP, INC.

By: _____
Name: Paul Powers
Title: Director

COSCO MANAGEMENT INC.

By: _____
Name: Steven Willeke
Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005820 FRAME: 0267

IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

GRANTORS:

CYCLING SPORTS GROUP, INC.

By: _____

Name: Peter Woods

Title: Director

DOREL JUVENILE GROUP, INC.

By: _____

Name: Paul Powers

Title: Director

COSCO MANAGEMENT INC.

By: _____

Name: Steven Willeke


Title: President

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005820 FRAME: 0268

COLLATERAL AGENT:

ROYAL BANK OF CANADA

By: 
Name: Ann Hurley
Title: Attorney in Fact Manager, Agency

Signature Page to Intellectual Property Security Agreement

TRADEMARK
REEL: 005820 FRAME: 0269

Schedule A
Trademarks

Name of Grantor	Country	Trademark	Registration Date	Registration Number
Cycling Sports Group, Inc.	Canada	Cannondale	04/10/2001	TMA543672
Cycling Sports Group, Inc.	Canada	Cannondale	11/23/1984	TMA543672
Cycling Sports Group, Inc.	Canada	Cannondale	03/17/2016	TMA931916
Cycling Sports Group, Inc.	US	Cannondale 1971 (heritage logo)	12/30/2014	4664030
Cycling Sports Group, Inc.	US	Cannondale	09/10/2013	4576919
Cycling Sports Group, Inc.	US	Cannondale	04/09/2013	4316187
Cycling Sports Group, Inc.	US	Cannondale USA	01/11/2011	3904530
Cycling Sports Group, Inc.	US	Cannondale	01/22/2002	2531404
Cycling Sports Group, Inc.	US	Cannondale	07/06/1999	2258778
Cycling Sports Group, Inc.	US	Cannondale	02/03/1976	1032202
Dorel Juvenile Group, Inc.	US	Cosco	04/03/2012	4121988
Dorel Juvenile Group, Inc.	US	Cosco	10/23/2012	4231581
Dorel Juvenile Group, Inc.	US	Cosco	09/14/1993	1792514
Dorel Juvenile Group, Inc.	US	Cosco	12/09/1969	0-881941
Dorel Juvenile Group, Inc.	US	Cosco	10/11/1960	705489
Dorel Juvenile Group, Inc.	US	Cosco	08/30/1960	703536
Dorel Juvenile Group, Inc.	Canada	Safely 1 st	09/13/2012	TMA831950
Dorel Juvenile Group, Inc.	Canada	Safely 1 st	12/20/1991	TMA392051
Dorel Juvenile Group, Inc.	Canada	Safely 1 st	03/28/2014	TMA874392
Dorel Juvenile Group, Inc.	Canada	Safely 1 st	09/16/2008	TMA723800
Dorel Juvenile Group, Inc.	US	Safely 1 st	06/23/2009	3645098
Dorel Juvenile Group, Inc.	US	Safely 1 st	09/05/2006	3138168
Dorel Juvenile Group, Inc.	US	Safely 1 st	09/05/2006	3138169
Dorel Juvenile Group, Inc.	US	Safely 1 st	07/17/2007	3264293
Dorel Juvenile Group, Inc.	US	Safely 1 st	10/09/2007	3306499
Dorel Juvenile Group, Inc.	US	Safely 1 st	10/30/1990	1619413
Dorel Juvenile Group, Inc.	US	Safely 1 st	01/01/1991	1629943
Dorel Juvenile Group, Inc.	US	Safely 1 st	01/08/1991	1630734
Dorel Juvenile Group, Inc.	US	Safely 1 st	01/08/1991	1630775

Dorel Juvenile Group, Inc.	US	Safety 1st	01/15/1991	1631658
Dorel Juvenile Group, Inc.	US	Safety 1st	01/22/1991	1632363
Dorel Juvenile Group, Inc.	US	Safety 1st	12/17/1991	1668413
Dorel Juvenile Group, Inc.	US	Safety 1st	12/23/2003	2798315
Dorel Juvenile Group, Inc.	US	Safety 1st	12/17/2013	4451635
Dorel Juvenile Group, Inc.	US	Safety 1st	06/16/2015	4756311
Dorel Juvenile Group, Inc.	US	Safety 1st	11/09/2010	3874976
Dorel Juvenile Group, Inc.	US	Safety 1st	02/07/2012	4096445
Cosco Management Inc.	European Community	Safety 1st	03/21/2011	8824013
Cosco Management Inc.	European Community	Safety 1st	07/03/2008	6158414
Cosco Management Inc.	European Community	Safety 1st	11/22/2009	8276495
Cosco Management Inc.	European Community	Safety 1st	07/29/2009	7472616
Cosco Management Inc.	European Community	Safety 1st	07/21/2009	7472871
Cosco Management Inc.	European Community	Safety 1st	07/29/2009	7472483

Trademark Applications

Name of Grantor	Country	Trademark	Application Date	Application Number
Cycling Sports Group, Inc.	Canada	Cannondale 1971 (heritage logo)	04/14/2011	1523789
Cycling Sports Group, Inc.	US	Cannondale 1971 (heritage logo)	02/12/2016	86906769
Dorel Juvenile Group, Inc.	US	Cosco Kids	01/14/2015	86503696

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