

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397208

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Imperial Bank of Commerce		08/31/2016	Charter Bank: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce, as Agent		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Charter Bank: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3440296	FINAL GIFT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	michael.barys@thomsonreuters.com		
<b>Correspondent Name:</b>	Andrea Gniadek, Project Assistant		
<b>Address Line 1:</b>	111 West Monroe Street		
<b>Address Line 2:</b>	Chapman and Cutler LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60603		
<b>NAME OF SUBMITTER:</b>	Andrea Gniadek		
<b>SIGNATURE:</b>	/Michael Barys/		
<b>DATE SIGNED:</b>	09/01/2016		
<b>Total Attachments: 4</b>			
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## COLLATERAL ASSIGNMENT OF TRADEMARKS

On this 31st day of August, 2016, CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank, with its mailing address at 199 Bay Street, 4th Floor, Toronto, Ontario M5L 1A2 Canada (the "*Original Secured Party*") collaterally conveys, assigns, transfers and sells all of its rights, benefits and obligations as the "*Secured Party*" in and to that certain Trademark Collateral Agreement referred to below and all of Original Secured Party's rights thereto to CANADIAN IMPERIAL BANK OF COMMERCE, a Canadian chartered bank ("*CIBC*"), with its mailing address at 199 Bay Street, 4th Floor, Toronto, Ontario M5L 1A2 Canada, acting as administrative agent (CIBC acting as such administrative agent and any successors or assigns to CIBC acting in such capacity being hereinafter referred to as the "*New Secured Party*") for certain Secured Creditors as defined in and pursuant to that certain Amended and Security Agreement dated as of even date herewith, by and among Gateway Services (USA), LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 170 Southgate Drive, Guelph, Ontario N1G 4P5 Canada ("*Debtor*"), certain affiliates of Debtor, as debtors, and CIBC, as administrative agent (the "*A&R Security Agreement*").

NOW, THEREFORE, for good and valuable consideration, receipt whereof is hereby acknowledged, the parties hereto agree that all trademarks, trademark registrations, and trademark applications and rights therein of Debtor in favor of the Original Secured Party, including without limitation, all such property set forth in that certain Trademark Collateral Agreement dated September 1, 2015 by and between the Debtor and the Original Secured Party recorded with the United States Patent and Trademark Office on September 2, 2015 in Reel 5615, at Frame 0391 (the "*Trademark Agreement*"), as listed on Schedule A attached hereto and made a part hereof are collaterally transferred and assigned, with their goodwill, to the New Secured Party. All liens and other security interests heretofore vested against those trademarks, trademark registrations, and trademark applications and rights thereto in favor of the Original Secured Party under the (i) Security Agreement (as such term is defined in the Trademark Agreement) which has been amended and restated in its entirety by the A&R Security Agreement, and (ii) Trademark Agreement, remain effective now as against property interests therein of Debtor in favor of the New Secured Party under the A&R Security Agreement and the Trademark Agreement, as each of the same may be further amended, modified, or restated from time to time.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, Original Secured Party has caused this Collateral Assignment of Trademarks to be duly executed as of the date and year written below.

CANADIAN IMPERIAL BANK OF COMMERCE,  
as the Original Secured Party

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

Accepted and agreed to as of the date and year last above written.

CANADIAN IMPERIAL BANK OF COMMERCE,  
as the New Secured Party

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

GATEWAY SERVICES (USA), LLC, as Debtor

By *E. P. [Signature]*  
Name *Gene Chitevich*  
Title *Secretary*

[Signature Page to Collateral Assignment of Trademarks]

**SCHEDULE A  
TO COLLATERAL ASSIGNMENT OF TRADEMARKS**

WORD MARK	REGISTRATION NUMBER	REGISTRATION DATE
Final Gift	3440296	June 3, 2008