TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400410

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Please change the conveying party from Final Gift, LLC to Final Gift USA, LLC previously recorded on Reel 005876 Frame 0245. Assignor(s) hereby confirms the SEE ABOVE.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Final Gift USA, LLC		08/31/2016	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Agent
Street Address:	199 Bay Street, 4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5L 1AS
Entity Type:	Charter Bank: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3440296	FINAL GIFT

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: Andrea Gniadek, Project Assistant
Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Andrea Gniadek
SIGNATURE:	/Michael Barys/
DATE SIGNED:	09/30/2016

Total Attachments: 6
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Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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):

Final Gift USA, LLC

☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other Delaware Limited Liability Company

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☒ No

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 Floor

City: Toronto

State: Ontario

Country: Canada Zip: M5L 1A2

☐ Individual(s) Citizenship
☐ Association Citizenship
☐ Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☒ Other Chartered 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)

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

Execution Date(s) August 31, 2016

☐ Assignment ☐ Merger
Security Agreement ☐ Change of Name
☒ Other Corrective Assignment

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

A. Trademark Application No.(s) Text

See Schedule A attached hereto and made a part hereof.

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof.

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: Andrea Gniadek, Project Assistant

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4182721

Email Address: serdiuk@chapman.com

6. Total number of applications and registrations involved: 1

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: , for Chapman and Cutler LLP — September 1, 2016

Signature — Date

Andrea Gniadek, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

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

TRADEMARK COLLATERAL AGREEMENT

This 31st day of August, 2016, FINAL GIFT USA, LLC, a Delaware limited liability company (*"Debtor"*) with its principal place of business and mailing address at 170 Southgate Drive, Guelph, Ontario, Canada N1G 4P5, in consideration of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, mortgages and pledges to Canadian Imperial Bank of Commerce, a Canadian chartered bank (*"CIBC"*), with its mailing address at 199 Bay Street, 4th Floor, Toronto, Ontario, Canada M5L 1A2, acting as administrative agent hereunder for the Secured Creditors hereinafter identified and defined (CIBC acting as such administrative agent and any successor or successors to CIBC acting in such capacity being hereinafter referred to as the *"Agent"*), and grants to Agent a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the *"Trademark Collateral"*):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations (as defined in the Security Agreement as hereinafter defined) of Debtor and Gateway Services Inc., a corporation amalgamated under the laws of the Province of Ontario (the *"Borrower"*) as set out in that certain Security Agreement bearing even date herewith between Debtor, certain affiliates of Debtor including the Borrower, and Agent, as the same may be amended, modified, or restated from time to time (the *"Security Agreement"*).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as *"Intent-to-Use Applications"*), but rather, if and so long as Debtor's Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of

Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]

TRADEMARK
REEL: 005888 FRAME: 0232

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FINAL GIFT USA, LLC

By _____
Name Steve Chitwood
Title Secretary

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

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By _____
Name _____
Title _____

[Signature Page to Trademark Collateral Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

FINAL GIFT USA, LLC

By _____
Name _____
Title _____

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

CANADIAN IMPERIAL BANK OF COMMERCE, as Agent

By _____
Name Timothy Samis
Title AUTHORIZED SIGNATORY

[Signature Page to Trademark Collateral Agreement]

SCHEDULE A
TO
TRADEMARK COLLATERAL AGREEMENT

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