

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM405362

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ASD Solutions Ltd.		11/04/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Export Development Canada		
Street Address:	150 Slater Street		
City:	Ottawa		
State/Country:	CANADA		
Postal Code:	K1A 1K3		
Entity Type:	Export Credit Agency: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86055050	ASID TECH	
Serial Number:	86106572	PURPLE MOUNTAIN TOY COMPANY	
Serial Number:	86683752	DATU	
Serial Number:	86106524	LUGGABLEZ	
CORRESPONDENCE DATA			
Fax Number:	2142207716		
<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>			
Phone:	2146617324		
Email:	sbertino@velaw.com		
Correspondent Name:	Shannon Bertino		
Address Line 1:	2001 Ross Avenue, Suite 3700		
Address Line 2:	c/o Vinson & Elkins LLP		
Address Line 4:	Dallas, TEXAS 75201		
ATTORNEY DOCKET NUMBER:	EXP515/67000		
NAME OF SUBMITTER:	Shannon Bertino		
SIGNATURE:	/Shannon Bertino/		
DATE SIGNED:	11/14/2016		
Total Attachments: 5			

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated November 4, 2016, is made by ASD SOLUTIONS LTD., an Ontario corporation, located at 190 Statesman Drive, Mississauga, Ontario ("Assignor"), in favor of EXPORT DEVELOPMENT CANADA, located at 150 Slater Street, Ottawa, Ontario, as Lender (together with any successors and permitted assigns, "Assignee"). Capitalized terms used in this Agreement and not defined herein have the meanings set forth for such terms in the Security Agreement (as hereinafter defined).

WHEREAS, Assignor is the applicant or registrant for the trademarks and service marks listed on the annexed Schedule 1 hereto, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor has entered into that certain Pledge and Security Agreement dated as of the date hereof (the "Security Agreement") pursuant to which, as collateral security for all of the Secured Obligations, Assignor has pledged and assigned to Assignee, and granted to Assignee, a continuing security interest in the Trademarks, together with, among other things, the goodwill of the business symbolized by and associated with the Trademarks and the applications and registrations thereof, and all proceeds thereof (the "Collateral");

NOW, THEREFORE, in consideration of the premises and agreements made herein and in the Security Agreement, as collateral security for all of the Secured Obligations, Assignor hereby pledges and assigns to Assignee, and grants to Assignee, a continuing security interest in the Collateral.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated by reference herein as if fully set forth herein.

Upon full satisfaction of the Secured Obligations, complete performance of all of the obligations of the Obligor (as defined in the Loan Agreement) under the Loan Documents and final termination of Lender's obligations – if any – to make any further advances under any promissory note or to provide any other financial accommodations to any Obligor, all rights under this Agreement shall terminate and the Collateral shall become wholly clear of the security interest evidenced hereby, and upon written request by Assignor such security interest shall be released by Assignee in due form and at Assignor's cost; provided, however, that this Agreement shall be reinstated if at any time any payment of any of the obligations under the Loan Documents is rescinded or must otherwise be returned by Assignee, on the insolvency, bankruptcy or reorganization of any Obligor or otherwise, all as though the payment had not been made.

Notwithstanding anything herein to the contrary, the lien and security interests granted to the Lender pursuant to this Agreement and the exercise of any right or remedy by the Lender is subject to the provisions of that certain Intercreditor Agreement dated as of the date hereof, by

and among, inter alios, the Lender, Bank of America, N.A., as agent, and the Assignor (the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement will govern. Notwithstanding anything herein to the contrary, prior to the termination of the Intercreditor Agreement, the requirements of this Agreement to deliver the Collateral to the Lender, provide the Lender with control over any such Collateral or register the Lender as the registered owner of any such Collateral shall be deemed satisfied if done in compliance with the Intercreditor Agreement.

(Signature Pages Follow)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be executed and delivered by its officer thereunto duly authorized as of the date above first written.

ASD SOLUTIONS LTD.,
as Assignor

By: 

Name: Gabrielle R. Chevalier

Title: President and Secretary

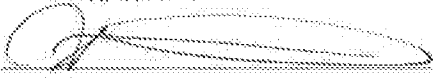
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 005920 FRAME: 0333

AGREED AND ACCEPTED BY:

EXPORT DEVELOPMENT CANADA,
as Assignee

By: 
Name: **MATTHEW DEVINE**
Title: **FINANCING MANAGER**

By: 
Name:
Title: **Jim McIntyre**
Principal

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
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SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations

Mark	Registration No.	Registration Date	Application No.	Application Date	Owner
N/A					

U.S. Trademark Applications

Mark	Application No.	Application Date	Owner	Jurisdiction
ASID TECH	86055050	September 4, 2013	ASD Solutions Ltd.	U.S.
PURPLE MOUNTAIN TOY COMPANY	86106572	October 31, 2013	ASD Solutions Ltd.	U.S.
DATU	86683752	July 6, 2015	ASD Solutions Ltd.	U.S.
LUGGABLEZ	86106524	October 31, 2013	ASD Solutions Ltd.	U.S.