

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408661

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAUER PERFORMANCE SPORTS UNIFORMS INC.		12/07/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	9938982 CANADA INC.		
Street Address:	161 Bay Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3003190	INARIA	
Serial Number:	85362856		
Serial Number:	85362860	INARIA	
Serial Number:	85362863	INARIA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	kepark@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Kevin E. Park		
Address Line 1:	Paul Weiss Rifkind Wharton & Garrison LLP		
Address Line 2:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	19777-026		
NAME OF SUBMITTER:	Kevin Park		
SIGNATURE:	/Kevin Park/		
DATE SIGNED:	12/13/2016		

CH \$115.00 3003190

Total Attachments: 5

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, BAUER PERFORMANCE SPORTS UNIFORMS INC., a Delaware corporation (the “Grantor”), with principal offices at 100 Domain Drive, Exeter, New Hampshire, 03833, hereby pledges, assigns, mortgages, charges and grants to 9938982 CANADA INC., as Collateral Agent, with principal offices at 161 Bay Street, Toronto, Ontario, M5J 2S1, (the “Grantee”), for the benefit of the Secured Parties (as such term is defined in the Credit Agreement referred to below), as and by way of a fixed and specific mortgage and charge, and grants to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of the right, title and interest of such Grantor in, to and under: (a) all trademarks, service marks, certification marks, domain names, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, slogans, other source or business identifiers, all registrations and recordings thereof, and all registrations and recording applications filed in connection therewith in any jurisdiction throughout the world, including registrations and registration applications in the United States Patent and Trademark Office, as set forth in Schedule A hereto, (b) all extensions or renewals of any of the foregoing, (c) goodwill associated therewith or symbolized thereby, (d) rights and privileges arising under applicable law with respect to the use of any of the foregoing, and (e) all Proceeds (as such term is defined in the Credit Agreement referred to below) and products of any and all of the foregoing, including property in any form derived directly or indirectly from any dealing with such property (collectively, the “Trademark Collateral”); provided that the Trademark Collateral shall not include any intent-to-use trademark application prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable United States federal law.

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Obligations of the Grantor, as such term is defined in the Superpriority Debtor-In-

Possession Term Loan Credit Agreement among the Grantor, the other Grantors from time to time party thereto and the Grantee, dated as of October 31, 2016 (as amended, modified, restated and/or supplemented from time to time, the "Credit Agreement"). Upon the termination of the Credit Agreement, the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademark Collateral acquired under this Grant.

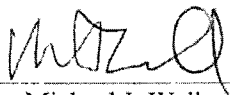
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Credit Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event that any provisions of this Grant are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

* * * * *

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day
of December, 2016.

BAUER PERFORMANCE SPORTS UNIFORMS INC.,
Grantor

By: 
Name: Michael J. Wall
Title: Executive Vice President, General Counsel &
Corporate Secretary

9938982 CANADA INC.,
as Collateral Agent and Grantee

By: _____
Name:
Title:

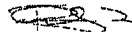
By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day
of December, 2016.

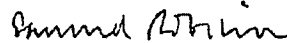
BAUER PERFORMANCE SPORTS UNIFORMS INC.,
Grantor

By: _____
Name:
Title:

9938982 CANADA INC.,
as Collateral Agent and Grantee

By: 

Name: Paul Desmarais III
Title: Executive Chairman

By: 

Name: Samuel Robinson
Title: President

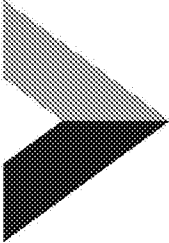


[Signature Page to the Notice of Grant of Security Interest in Trademarks]

SCHEDULE A
to
GRANT

1. Registered Trademarks:

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
INARIA	10/04/2005	3003190	BAUER PERFORMANCE SPORTS UNIFORMS, INC.

2. Applications for Trademarks:

MARK	APPLICATION DATE	SERIAL NO.	APPLICANT
<i>Design Only</i> 	07/05/2011	85362856	BAUER PERFORMANCE SPORTS UNIFORMS, INC.
INARIA 	07/05/2011	85362860	BAUER PERFORMANCE SPORTS UNIFORMS, INC.
INARIA 	07/05/2011	85362863	BAUER PERFORMANCE SPORTS UNIFORMS, INC.