

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408669

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	5

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PERFORMANCE LACROSSE GROUP INC.	FORMERLY BAUER PERFORMANCE LACROSSE 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: 28

Property Type	Number	Word Mark
Registration Number:	4332610	LEGEND
Registration Number:	4526048	WONDERGIRL
Registration Number:	4119962	
Registration Number:	4119963	
Registration Number:	4119964	
Registration Number:	4119965	
Registration Number:	4119966	
Registration Number:	4119967	
Registration Number:	4119968	
Registration Number:	4119969	
Registration Number:	4116622	
Registration Number:	4116623	
Registration Number:	4116624	
Registration Number:	4116625	
Registration Number:	4116626	
Registration Number:	3938300	MAV
Registration Number:	3911414	SHARK GEL

CH \$715.00 4332610

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3541154	MAVERIK BIG TIME
Registration Number:	3752656	
Registration Number:	3345607	WONDER BOY
Registration Number:	3881725	MAVERIK LACROSSE
Registration Number:	3655902	MAVERIK LACROSSE
Registration Number:	2923430	CPX
Registration Number:	2866570	IRIS
Registration Number:	2163794	C
Registration Number:	2134634	C
Registration Number:	2513634	
Registration Number:	2068695	CASCADE

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: 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

Total Attachments: 9
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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, PERFORMANCE LACROSSE GROUP INC. (f/k/a BAUER PERFORMANCE LACROSSE 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.

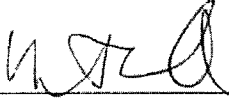
This Grant has been granted in conjunction with the security interest granted to the Grantee under the Credit Agreement and is expressly subject to the terms and conditions thereof. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Credit 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.

PERFORMANCE LACROSSE GROUP 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:

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

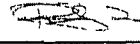
TRADEMARK
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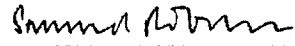
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day
of December, 2016.

PERFORMANCE LACROSSE GROUP INC., Grantor

By: _____
Name:
Title:

9938982 CANADA INC.,
as Collateral Agent and Grantee

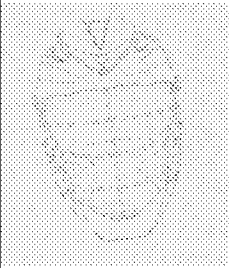
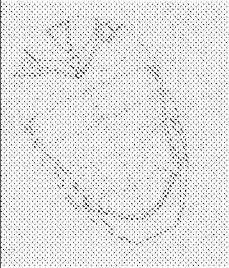
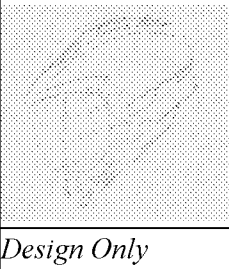
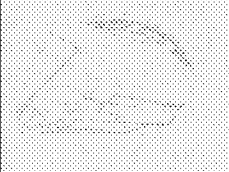
By:  _____
Name: Paul Desmarais III
Title: Executive Chairman


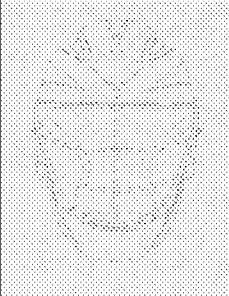
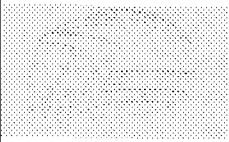
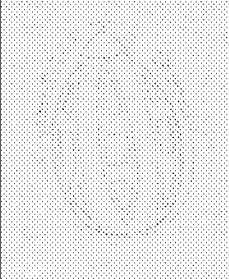
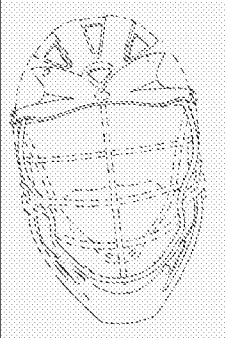
By:  _____
Name: Samuel Robinson
Title: President

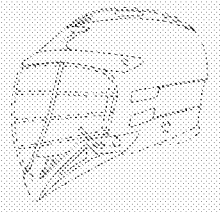
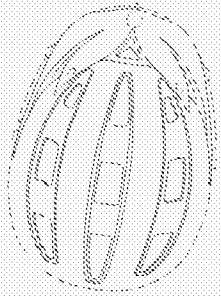
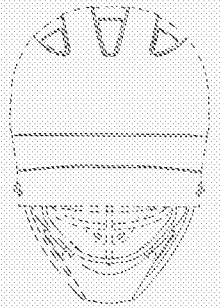
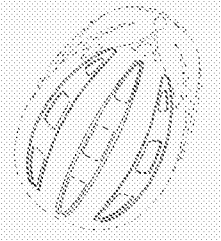
[Signature Page to the Notice of Grant of Security Interest in Trademarks]






SCHEDULE A
to
GRANT

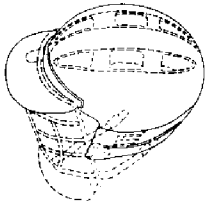
1. Registered Trademarks:

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
LEGEND LEGEND	05/07/2013	4332610	PERFORMANCE LACROSSE GROUP INC.
WONDERGIRL WONDERGIRL	05/06/2014	4526048	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119962	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119963	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119964	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119965	PERFORMANCE LACROSSE GROUP INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
<i>Design Only</i> 	04/03/2012	4119966	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119967	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119968	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	04/03/2012	4119969	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	03/27/2012	4116622	PERFORMANCE LACROSSE GROUP INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
<i>Design Only</i> 	03/27/2012	4116623	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	03/27/2012	4116624	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	03/27/2012	4116625	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	03/27/2012	4116626	PERFORMANCE LACROSSE GROUP INC.
MAV MAV	03/29/2011	3938300	PERFORMANCE LACROSSE GROUP INC.
SHARK GEL SHARK GEL	01/25/2011	3911414	PERFORMANCE LACROSSE GROUP INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
MAVERIK BIG TIME MAVERIK BIG TIME	12/02/2008	3541154	PERFORMANCE LACROSSE GROUP INC.
<i>Design Only</i> 	02/23/2010	3752656	PERFORMANCE LACROSSE GROUP INC.
WONDER BOY WONDER BOY	11/27/2007	3345607	PERFORMANCE LACROSSE GROUP INC.
MAVERIK LACROSSE 	11/23/2010	3881725	PERFORMANCE LACROSSE GROUP INC.
MAVERIK LACROSSE 	07/14/2009	3655902	PERFORMANCE LACROSSE GROUP INC.
CPX CPX	02/01/2005	2923430	PERFORMANCE LACROSSE GROUP INC.
IRIS	07/27/2004	2866570	PERFORMANCE LACROSSE GROUP INC.
C 	06/09/1998	2163794	PERFORMANCE LACROSSE GROUP INC.
C 	02/03/1998	2134634	PERFORMANCE LACROSSE GROUP INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
<i>Design Only</i> 	12/04/2001	2513634	PERFORMANCE LACROSSE GROUP INC.
CASCADE	06/10/1997	2068695	PERFORMANCE LACROSSE GROUP INC.