

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM408660

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BAUER HOCKEY, INC.		12/07/2016	Corporation: VERMONT

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: 31

Property Type	Number	Word Mark
Registration Number:	4847205	EXO RIM
Registration Number:	4304330	LOCKJOCK
Registration Number:	4245705	BUILT FOR HOCKEY
Registration Number:	4580536	REACTOR
Registration Number:	4675643	NEXUS
Registration Number:	4289718	PRODIGY BAUER
Registration Number:	4373013	PRODIGY
Registration Number:	3832338	M
Registration Number:	3183249	SYNERGY
Registration Number:	3111321	TUUK
Registration Number:	3392691	JOCK PLUS
Registration Number:	2747291	SYNERGY
Registration Number:	2748987	SYNERGY
Registration Number:	2551672	
Registration Number:	3207025	
Registration Number:	2302290	M
Registration Number:	2192838	HI-LO
Registration Number:	2373125	SUPREME

CH \$790.00 4847205

Property Type	Number	Word Mark
Registration Number:	4551961	BAUER
Registration Number:	2179817	BAUER
Registration Number:	2211348	MISSION
Registration Number:	1980650	ITECH
Registration Number:	1547384	MEGA
Registration Number:	1544576	FASTEEL
Registration Number:	1467513	TUUK
Registration Number:	1480284	
Registration Number:	1455471	
Registration Number:	1050773	BAUER
Serial Number:	86501401	OWN THE MOMENT
Serial Number:	86272168	ODIN
Serial Number:	85934700	COOPER

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: 7

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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 HOCKEY, INC., a Vermont 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 HOCKEY, 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]

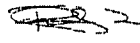
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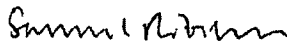
IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 7th day
of December, 2016.

BAUER HOCKEY, 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

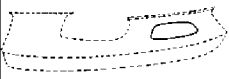
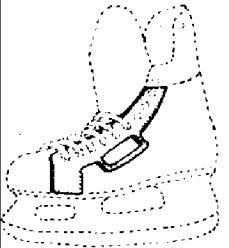
[Signature Page to the Notice of Grant of Security Interest in Trademarks]

SCHEDULE A
to
GRANT

1. Registered Trademarks:

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
EXO RIM EXO RIM	11/03/2015	4847205	BAUER HOCKEY, INC.
LOCKJOCK LOCKJOCK	03/19/2013	4304330	BAUER HOCKEY, INC.
BUILT FOR HOCKEY BUILT FOR HOCKEY	11/20/2012	4245705	BAUER HOCKEY, INC.
REACTOR REACTOR	08/05/2014	4580536	BAUER HOCKEY, INC.
NEXUS NEXUS	01/20/2015	4675643	BAUER HOCKEY, INC.
PRODIGY BAUER 	02/12/2013	4289718	BAUER HOCKEY, INC.
PRODIGY PRODIGY	07/23/2013	4373013	BAUER HOCKEY, INC.
M 	08/10/2010	3832338	BAUER HOCKEY, INC.
SYNERGY SYNERGY	12/12/2006	3183249	BAUER HOCKEY, INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
TUUK 	07/04/2006	3111321	BAUER HOCKEY, INC.
JOCK PLUS	03/04/2008	3392691	BAUER HOCKEY, INC.
SYNERGY	08/05/2003	2747291	BAUER HOCKEY, INC.
SYNERGY	08/05/2003	2748987	BAUER HOCKEY, INC.
<i>Design Only</i> 	03/26/2002	2551672	BAUER HOCKEY, INC.
<i>Design Only</i> 	02/13/2007	3207025	BAUER HOCKEY, INC.
M 	12/21/1999	2302290	BAUER HOCKEY, INC.
HI-LO	09/29/1998	2192838	BAUER HOCKEY, INC.
SUPREME	08/01/2000	2373125	BAUER HOCKEY, INC.
BAUER BAUER	06/17/2014	4551961	BAUER HOCKEY, INC.
BAUER	08/11/1998	2179817	BAUER HOCKEY, INC.
MISSION	12/15/1998	2211348	BAUER HOCKEY, INC.
ITECH	06/18/1996	1980650	BAUER HOCKEY, INC.
MEGA	07/11/1989	1547384	BAUER HOCKEY, INC.
FASTEEL	06/20/1989	1544576	BAUER HOCKEY, INC.
TUUK TUUK	12/01/1987	1467513	BAUER HOCKEY, INC.

MARK	REGISTRATION DATE	REGISTRATION NO.	OWNER
<i>Design Only</i> 	03/08/1988	1480284	BAUER HOCKEY, INC.
<i>Design Only</i> 	09/01/1987	1455471	BAUER HOCKEY, INC.
BAUER	10/19/1976	1050773	BAUER HOCKEY, INC.

2. Applications for Trademarks:

MARK	APPLICATION DATE	SERIAL NO.	APPLICANT
OWN THE MOMENT OWN THE MOMENT	01/12/2015	86501401	BAUER HOCKEY, INC.
ODIN ODIN	05/05/2014	86272168	BAUER HOCKEY, INC.
COOPER COOPER	05/16/2013	85934700	BAUER HOCKEY, INC.