

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM414277

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the UNDERLYING SECURITY AGREEMENT DOCUMENT (SEE ATTACHED AMENDMENT) previously recorded on Reel 005081 Frame 0500. Assignor(s) hereby confirms the GRANT OF SECURITY IN THE TRADEMARKS.
RESUBMIT DOCUMENT ID:	900391060

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEK, INC.		10/20/2016	Corporation: ONTARIO

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85293036	FOONF
Registration Number:	3978330	CLEK
Registration Number:	3974747	OLLI
Registration Number:	4002585	OOBR
Registration Number:	3728765	OZZI
Registration Number:	3750147	CLEKJACKET

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

TRADEMARK

ATTORNEY DOCKET NUMBER:	036703-1838 CLEK
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	01/31/2017

Total Attachments: 8

source=Clek TM filing#page1.tif
source=Clek TM filing#page2.tif
source=Clek TM filing#page3.tif
source=Clek TM filing#page4.tif
source=Clek TM filing#page5.tif
source=Clek TM filing#page6.tif
source=Clek TM filing#page7.tif
source=Clek TM filing#page8.tif

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM412003

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the UNDERLYING SECURITY AGREEMENT DOCUMENT previously recorded on Reel 005081 Frame 0500. Assignor(s) hereby confirms the THE GRANT OF SECURITY INTEREST IN THE TRADEMARKS.
RESUBMIT DOCUMENT ID:	900387850

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CLEK, INC.		10/20/2016	Corporation: ONTARIO

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC7512
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85293036	FOONF
Registration Number:	3978330	CLEK
Registration Number:	3974747	OLLI
Registration Number:	4002585	OOBR
Registration Number:	3728765	OZZI
Registration Number:	3750147	CLEKJACKET

CORRESPONDENCE DATA

Fax Number: 8585506420

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.

Phone: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Clek, Inc., an Ontario corporation		06/28/2013	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Comerica Bank
Street Address:	39200 Six Mile Road
Internal Address:	MC 7578
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	85293036	FOONF
Registration Number:	3978330	CLEK
Registration Number:	3974747	OLLI
Registration Number:	4002585	OOBR
Registration Number:	3728765	OZZI
Registration Number:	3750147	CLEKJACKET

CORRESPONDENCE DATA

Fax Number: 3134968454
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 3134967912
 Email: berger@millercanfield.com
 Correspondent Name: Kimberly A. Berger
 Address Line 1: 150 West Jefferson Avenue
 Address Line 2: Suite 2500

CH \$165.00 85293036

Address Line 4: Detroit, MICHIGAN 48226

ATTORNEY DOCKET NUMBER: 125055-1057

NAME OF SUBMITTER: Kimberly A. Berger

Signature: /Kimberly A. Berger/

Date: 07/31/2013

Total Attachments: 4

source=Clek Inc. Trademarks Security Interest#page1.tif

source=Clek Inc. Trademarks Security Interest#page2.tif

source=Clek Inc. Trademarks Security Interest#page3.tif

source=Clek Inc. Trademarks Security Interest#page4.tif

**AMENDMENT TO GRANT OF
SECURITY INTEREST IN TRADEMARKS**

This Amendment to Grant of Security Interest in Trademarks (this "Amendment") is entered into as of October 20, 2016 by Clek Inc., an Ontario corporation ("Grantor") and Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank").

RECITALS

Grantor executed in favour of Bank that certain Grant of Security Interest in Trademarks dated as of July 28th, 2013 (as amended from time to time, the "Agreement"). The Grantor and Bank desire to amend the Agreement in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. The opening paragraph of the Agreement is amended and restated as follows:

"FOR VALUABLE CONSIDERATION, as of this 28th day of June, 2013, the receipt and adequacy of which is acknowledged, Clek Inc., an Ontario corporation ("Grantor"), grants to Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada), a security interest in all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral):"

2. Grantor and Bank confirm that, by the Agreement, Grantor never granted to Bank all of Grantor's right, title and interest in the Trademark Collateral, but instead only granted to Bank a security interest in all of Grantor's right, title and interest in the Trademark Collateral.

3. Unless otherwise defined, all initially capitalized terms in this Amendment shall be defined in the Agreement. This Agreement, as amended hereby, shall be and remain in full force and effect in accordance with the respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery and performance of this Amendment shall not operate as a waiver of, or as amendment of, any right, power, or remedy of Bank under the Agreement or any other document, as in effect prior to the date hereof.

4. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one instrument.

This Amendment is executed and delivered as of the date first written above.

CLEK INC.

By: 

Name: MARCO FERREIRA

Title: CFO

COMERICA BANK

By: 

Name: OMER AHMED

Title: VP

GRANT OF SECURITY INTEREST IN TRADEMARKS

FOR VALUABLE CONSIDERATION, as of this 28th day of June, 2013, the receipt and adequacy of which is acknowledged, Clek Inc., an Ontario corporation ("Grantor"), grants to Comerica Bank, a Texas banking association and authorized foreign bank under the *Bank Act* (Canada) ("Bank"), a security interest and all of Grantor's right, title and interest in and to the following, whether existing now or later, or on which Grantor now has or later acquires an interest, and wherever the same may be located ("Trademark Collateral"):

1. All rights, title and interest (including rights acquired pursuant to a license or otherwise, but only to the extent permitted by the agreements governing such license or other use and without resulting in the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein) in and to the following trademarks (collectively, the "Trademarks") described on Exhibit A.
2. All proceeds, products, rents and profits of or from any and all the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Bank is the loss payee), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise in respect of any of the foregoing Trademark Collateral. For these purposes, the term "Proceeds" includes whatever is received or receivable when any Trademark Collateral or other proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor has granted the security interest under this instrument pursuant to the terms of a Security Agreement, dated as of the date hereof ("Security Agreement"), made by Grantor, in favor of Bank for the purposes of security as provided in the Security Agreement. Grantor acknowledges and affirms that the rights, privileges and remedies of Bank with respect to the security interest in the Trademark Collateral granted in this instrument are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated in this instrument by this reference.

[signature page follows]

Grantor has executed and delivered this Grant of Security Interest in Trademarks as of the day and year first above written.

Principal Place of Business:

CLEK INC.

12 Upjohn Rd., Suite 1
Toronto, ON M3B 2V9

By: 

Name: Christopher Lumley

Title: President

Exhibit A
Trademarks

UNITED STATES PATENT AND TRADEMARK OFFICE

Trademark	Serial/Reg. No.	Ownership of Record	Security Interest
FOONF	85293036	Clek, Inc.,	None recorded
CLEK	3978330	Clek, Inc.,	None recorded
OLLI	3974747	Clek, Inc.,	None recorded
OOBR	4002585	Clek, Inc.,	None recorded
OZZI	3728765	Clek, Inc.,	None recorded
CLEKJACKET	3750147	Clek, Inc.,	None recorded

CANADIAN INTELLECTUAL PROPERTY OFFICE

Trademark	Serial/Reg. No.	Ownership of Record	Security Interest
FOONF	1499572	Clek, Inc.	None recorded
CLEK	TMA784474	Clek, Inc.	None recorded
NUMB-BUM	TMA755460	Clek, Inc.	None recorded
OZZI	TMA750929	Clek, Inc.	None recorded
CLEKJACKET	TMA755459	Clek, Inc.	None recorded
OOBR	TMA753928	Clek, Inc.	None recorded

EUROPEAN UNION

Trademark	Serial/Reg. No.	Ownership of Record	Security Interest
CLEK	005385455	2233167 Ontario, Inc.	None recorded
MARCATO	006072227	Magna Marque International Inc.	None recorded
OLLI	005380531	2233167 Ontario, Inc.	None recorded

OOBR	005380076	2233167 Ontario, Inc.	None recorded
------	-----------	-----------------------	---------------