

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421700

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Intellectual Property Security Interest recorded on June 23, 2016 at Reel 5820 and Frame 0253		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Royal Bank of Canada		03/24/2017	Chartered Bank: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as the successor to the Assignor as Administrative Agent		
Street Address:	100 King Street West		
Internal Address:	First Canadian Place		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M5X 1A3		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3568096	MAXI-COSI MICO	
Registration Number:	2721687	MAXI-COSI PRIORI	
CORRESPONDENCE DATA			
Fax Number:	2148558200		
<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:	2148558000		
Email:	chris.andersen@nortonrosefulbright.com		
Correspondent Name:	Chris R. Andersen		
Address Line 1:	2200 Ross Avenue, Suite 3600		
Address Line 2:	Norton Rose Fulbright US LLP		
Address Line 4:	Dallas, TEXAS 75201-7932		
ATTORNEY DOCKET NUMBER:	BMO/Dorel Industries		
NAME OF SUBMITTER:	Chris R. Andersen		
SIGNATURE:	/Chris R. Andersen/		
DATE SIGNED:	03/30/2017		
Total Attachments: 7			
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ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST, dated as of March 24, 2017 (this “**Assignment**”), by ROYAL BANK OF CANADA, solely in its capacity as the resigning Administrative Agent and Collateral Agent under the Credit Agreement (as hereinafter defined) and the Collateral Agency and Intercreditor Agreement (as hereinafter defined) (in such capacities, “**Assignor**”), in favor of Bank of Montreal, as the successor to the Assignor as Administrative Agent and Collateral Agent (in such capacity, “**Assignee**”).

WITNESSETH:

WHEREAS Dorel Industries Inc., Dorel Juvenile Group, Inc., Dorel Home Furnishings, Inc. (formerly Ameriwood Industries, Inc.), Pacific Cycle Inc., Dorel Investment B.V., Dorel Finance L.P., Cycling Sports Group, Inc., Dorel U.S.A., Inc. and Dorel Global (Macau Commercial Offshore) Limited (each, a **Borrower** and collectively the **Borrowers**), certain financial institutions as Lenders (as defined in the Credit Agreement) and in other capacities, and Royal Bank of Canada, as Administrative Agent for the Lenders, have entered into a fourth amended and restated credit agreement dated as of June 19, 2015 (such credit agreement as it has been or may at any time or from time to time be amended, supplemented, restated or replaced, the **Credit Agreement**);

WHEREAS *inter alios*, Dorel Industries Inc., Sugoi Performance Apparel Limited Partnership, Cycling Sports Group Europe B.V., Maxi Miliaan B.V., Cycling Sports Group, Inc., Pacific Cycle Inc., Dorel Juvenile Group, Inc., Sugoi Performance Apparel Inc., Dorel Home Furnishings, Inc. (formerly Ameriwood Industries, Inc.) and Dorel Asia Inc., Royal Bank of Canada, as Administrative Agent and Collateral Agent, and the RBC Lenders (as defined therein), have entered into a collateral agency and intercreditor agreement dated as of June 19, 2015 (such collateral agency and intercreditor agreement as it has been or may at any time or from time to time be amended, supplemented, restated or replaced, the **Intercreditor Agreement**);

WHEREAS Maxi Miliaan B.V. (the “**Grantor**”) and the Assignor entered into that certain Intellectual Property Security Agreement dated as of June 20, 2016 (the “**IP Security Agreement**”), and recorded with the United States Patent and Trademark Office (“**USPTO**”) on June 23, 2016 at Reel 5820 and Frame 0253, pursuant to which the Grantor granted to the Assignor a security interest in the Collateral described therein (the “**Trademark Collateral**”), including, without limitation, the trademark and service mark registrations and applications set forth on Schedule I hereto;

WHEREAS on March 1, 2017, the Assignor has resigned from its functions as Administrative Agent and Collateral Agent under the Credit Agreement and the Intercreditor Agreement and was replaced in such capacities by the Assignee on the date hereof pursuant to an amendment and restatement of the Credit Agreement and of the Intercreditor Agreement;

WHEREAS the Assignor and the Assignee desire to enter into this Assignment to evidence the assignment by Assignor to Assignee in all of Assignor’s right, title and interest in and to Assignor’s security interest in, and lien on, the Trademark Collateral, pursuant to the IP Security Agreement; and

WHEREAS all necessary consents, if any, to the Assignment have been obtained.

NOW THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each such party the parties agree as follows:

NOW, THEREFORE, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement or the Credit Agreement, as applicable.

2. ASSIGNMENT. Assignor does hereby transfer, assign, grant and convey to Assignee all of its right, title and interest in and to Assignor's security interest in, and lien on, the Trademark Collateral pursuant to the IP Security Agreement (and related Credit Agreement and Intercreditor Agreement), and Assignee does hereby accept and assume all of such right, title, interest, security interest and lien.

3. FURTHER ASSURANCES. Assignor hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to fully effectuate and record this Assignment and to consummate the transactions contemplated hereby.

4. ACKNOWLEDGMENT OF GRANTOR. The Grantor hereby (i) confirms its grant to Assignee of a security interest in, and lien on, the Trademark Collateral to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations and (ii) acknowledges and affirms that the rights and remedies of Assignee with respect to its security interest in, and lien on, the Trademark Collateral are more fully set forth in the IP Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

5. RECORDATION. Assignor hereby authorizes the Commissioner for Trademarks of the USPTO and any other applicable government officer to record this Assignment.

6. GOVERNING LAW. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

7. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR:

ROYAL BANK OF CANADA
(in its capacity as resigning Administrative Agent and
Collateral Agent)

By: 
Name: Arin Hurley
Title: Manager, Agency

ASSIGNEE:

BANK OF MONTREAL

By: 

Name: Richard Belzil

Title: Director

ACKNOWLEDGED AND AGREED BY:

MAXI MILIAAN B.V.,
as Grantor

Per: 

Name Bas van der Putten

Title: Director

SCHEDULE I
to
ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY INTEREST

[See attached.]

Schedule A

Trademarks

Name of Grantor	Country	Trademark	Registration Date	Registration Number
Maxi Miliaan B.V.	United States of America	Maxi-Cosi	Feb. 6, 2007	3206453
Maxi Miliaan B.V.	United States of America	Maxi-Cosi Mico	Jan. 21, 2009	3568096
Maxi Miliaan B.V.	United States of America	Maxi-Cosi Priori	Jun. 3, 2003	2721687

TRADEMARK

REEL: 006022 FRAME: 0451

RECORDED: 03/30/2017