

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427087

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nygaard International Partnership		05/04/2017	Partnership: MANITOBA

RECEIVING PARTY DATA

Name:	Bank of Montreal
Street Address:	First Canadian Centre
Internal Address:	350 - 7th Avenue SW, 9th Floor
City:	Calgary
State/Country:	CANADA
Postal Code:	AB T2P 3N9
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Serial Number:	73513139	BIANCA
Serial Number:	86722195	BOMBSHELL BY PETER NYGÅRD
Serial Number:	73793198	COLLECTIONS INTERNATIONALE
Serial Number:	76650532	DESIGNER FASHION EXCHANGE
Serial Number:	77373142	DFX DESIGNER FASHION EXCHANGE
Serial Number:	73753090	EXANDRA
Serial Number:	85603106	HUG
Serial Number:	86266912	INDIGO SLIMS
Serial Number:	73753092	N.K.D.
Serial Number:	85278720	NOT JUST PANTS NJP
Serial Number:	77575777	NYDEX
Serial Number:	86076009	NYGÅRD
Serial Number:	86076012	NYGÅRD
Serial Number:	78550080	NYGÅRD
Serial Number:	74564685	NYGARD COLLECTIONS
Serial Number:	78337332	NYGARD FASHION NETWORK (NFN)
Serial Number:	78550065	NYGARD FASHION WORLD
Serial Number:	77975731	NYGÅRD FOR LIFE

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	86296204	NYGÅRD SIGNATURE SLIMS
Serial Number:	86068327	NYGÅRD SLIMS
Serial Number:	86068766	NYGÅRD SLIMS BY PETER NYGÅRD
Serial Number:	86068903	NYGÅRD SLIMS BY PETER NYGÅRD
Serial Number:	86275757	NYGÅRD SLIMS INDIGO
Serial Number:	86296220	NYGÅRD SLIMS SIGNATURE
Serial Number:	85702360	NYGÅRD STYLE
Serial Number:	85702414	NYGÅRD STYLE
Serial Number:	74243278	P J NYGARD PETER NYGARD
Serial Number:	77626691	SLIM FX
Serial Number:	86063239	SLIMCURVE TECHNOLOGY
Serial Number:	86959888	SLIMS FOR HIM
Serial Number:	86275725	SLIMS INDIGO
Serial Number:	86061628	SLIMZ
Serial Number:	86309357	SO SMOOTH

CORRESPONDENCE DATA

Fax Number: 3126095005

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: 312-609-7798

Email: ablekhman@vedderprice.com

Correspondent Name: Aida Blekhman

Address Line 1: 222 N. LaSalle Street, 24th Floor

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	40870.00.0229
NAME OF SUBMITTER:	Aida Blekhman
SIGNATURE:	/Aida Blekhman/
DATE SIGNED:	05/10/2017

Total Attachments: 10

source=28 Trademark Security Agreement - Nygard#page1.tif
source=28 Trademark Security Agreement - Nygard#page2.tif
source=28 Trademark Security Agreement - Nygard#page3.tif
source=28 Trademark Security Agreement - Nygard#page4.tif
source=28 Trademark Security Agreement - Nygard#page5.tif
source=28 Trademark Security Agreement - Nygard#page6.tif
source=28 Trademark Security Agreement - Nygard#page7.tif
source=28 Trademark Security Agreement - Nygard#page8.tif
source=28 Trademark Security Agreement - Nygard#page9.tif
source=28 Trademark Security Agreement - Nygard#page10.tif

TRADEMARK SECURITY AGREEMENT

To: **BANK OF MONTREAL**
Address: First Canadian Centre
350 - 7th Avenue SW, 9th Floor
Calgary, Alberta, T2P 3N9
Attention: Account Manager
Facsimile: (403) 234-1688
Date: May 4, 2017

RECITALS

WHEREAS:

- A. Nygard International Partnership, as borrower (the “**Grantor**”), certain affiliates of the Grantor, as guarantors, and Bank of Montreal (together with its successors and assigns, as lender (the “**Lender**”), have entered into a credit agreement dated as of the date hereof (as amended, restated, supplemented or replaced from time to time, the “**Credit Agreement**”).
- B. In connection with the Credit Agreement, the Grantor has executed and delivered a general security agreement dated as of the date hereof (as amended, supplemented, amended and restated or otherwise modified from time to time, the “**Security Agreement**”); and
- C. Pursuant to Section 10.3 of the Credit Agreement and Section 3.4 of the Security Agreement, the Grantor is required to execute and deliver this trademark security agreement (this “**Agreement**”) and to grant to the Lender a continuing security interest in all of the Trademark Collateral (as defined below) to secure all of its Obligations.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are acknowledged by the Grantor, the Grantor agrees as follows:

1. Definitions.

Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

2. Grant of Security Interest.

The Grantor hereby assigns, pledges, hypothecates, charges, mortgages, delivers, and transfers to the Lender, and hereby grants to the Lender, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the “**Trademark Collateral**”):

- (a) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks,

collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the Canadian Intellectual Property Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “**Trademarks**”), with the exception of any intent-to-use trademark applications prior to the filing of a “statement of use” with respect thereto, to the extent and for so long as creation by the Grantor of a security interest therein would result in the abandonment, invalidation or unenforceability thereof; *provided*, that such security interest shall attach immediately and automatically without further action when such prohibition is repealed, rescinded or otherwise ceases to be effective;

- (b) all trademark licenses for the grant by or to the Grantor of any right to use any Trademarks, including each trademark license referred to in Item B of Schedule I hereto, with the exception of those licenses or other agreements that the grant of the security interest therein would (A) constitute a violation of a valid and enforceable restriction in favour of a third party (other than a Credit Party) on such grant, unless and until any required consents shall have been obtained, or (B) give any other party to such license or other agreement (other than a Credit Party) the right to terminate its obligations thereunder; *provided*, that the foregoing exclusions in the preceding clauses (A) and (B) shall in no way be construed to apply to the extent that the condition is unenforceable under the PPSA of any relevant jurisdiction or any other applicable governmental law; *provided, further*, that such security interest shall attach immediately and automatically without further action when the condition shall be remedied and, to the extent severable, shall attach immediately to any portion of such assets or rights that does not result in any of the consequences specified in the preceding clauses (A) or (B);
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, trademark registration or trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any trademark license and all rights corresponding thereto throughout the world.

3. **Security Agreement.**

This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Lender in the Trademark Collateral with the Canadian Intellectual Property Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms.

4. **Acknowledgment.**

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. **Credit Document.**

This Agreement is a Credit Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof.

6. **Successors and Assigns.**

The Grantor may not assign or transfer all or any part of its liabilities under this Agreement. All rights of the Lender under this Agreement shall be assignable in accordance with the Credit Agreement and the Grantor shall not assert against any assignee any claim or defence that the Grantor now has or may in the future have against the Lender. This Agreement shall enure to the benefit of the Lender and its successors and assigns and be binding on the Grantor and its successors and any permitted assigns.

7. **Governing Law.**

This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of Manitoba and the laws of Canada applicable in that province, excluding the conflict of law rules of that province.

8. **Conflict with the Credit Agreement.**

If there is any conflict or inconsistency between the terms of the Security Agreement and the terms of this Agreement, then the provisions of the Security Agreement shall govern, to the extent necessary to remove the conflict or inconsistency.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS OF WHICH, the Grantor has duly executed this Agreement as of the date set forth above.

**NYGARD INTERNATIONAL
PARTNERSHIP, by its partners,**

4093879 Canada Ltd.

By: J.R. Bennett
Name: James R. Bennett
Title: Vice-Chairman

4093887 Canada Ltd.

By: J.R. Bennett
Name: James R. Bennett
Title: Vice-Chairman

I have authority to bind the corporation

TOR01: 6682363: v2

Trademark Security Agreement

**TRADEMARK
REEL: 006055 FRAME: 0445**

SCHEDULE I
Trademark Security Agreement

Item A. Canadian Trademarks

Trademark	Application No.	Registration No.	Status
å (Design)	562,526	TMA 324,133	Registered
ADX Design	1,809,337	N/A	Application
ADX Alia Express	1,797,823	N/A	Application
ADX Allison Daley Express	1,797,822	N/A	Application
ADX Allison Daley Express Design	1,809,336	N/A	Application
ADX Allison Daley Express Design	1,809,335	N/A	Application
AX Alia Express	1,797,827	N/A	Application
A.R.T.S.	790,984	TMA467,938	Registered
A.R.T.S.2	790,983	TMA 467,563	Registered
Alia	452,980	TMA 269,187	Registered
ALIA (Design)	1,252,449	TMA 811,923	Registered
åliå (Design)	548,884	TMA 323,253	Registered
Alia Sport	1,031,868	TMA 545,993	Registered
Allison Daley	1,160,184	TMA 729,145	Registered
Alter Knits (Design)	615,709	TMA 363,906	Registered
Alter/Knits	610,997	TMA 361,899	Registered
Alter/Knits	619,214	TMA 363,703	Registered
Automatic Re-Order to Sales	792,144	TMA 466,281	Registered
Bianca	409,857	TMA 233,485	Registered
Bianca	548,886	TMA 321,844	Registered
Bianca Nygård	548,887	TMA 322,741	Registered
Bianca Nygård (Design)	477,618	TMA 271,251	Registered
Bianca Nygård (Design)	605,787	TMA 353,605	Registered
Bianca Sport	634,886	TMA 385,088	Registered
Black Label by Nygård Design	1,586,304	TMA 910,914	Registered
Bombshell by Peter Nygård	1,741,458	N/A	Application
Carroll Reed	1,281,954	TMA 675,477	Registered
Carroll Reed (Design)	1,492,285	TMA 842,331	Registered
Carroll Reed (Design)	1,492,287	TMA 837,436	Registered
Carroll Reed Classics (Design)	1,492,286	TMA 842,262	Registered

Trademark	Application No.	Registration No.	Status
Carroll Reed Collections (Design)	806,297	TMA 497,974	Registered
Cashmerelle	791,302	TMA 475,387	Registered
Collection International	281,260	TMA 137,820	Registered
Collections Internationale	621,582	TMA 418,402	Registered
Country Blues	413,031	TMA 235,251	Registered
Country Blues (Design)	612,713	TMA 362,211	Registered
Deck-Mates	615,206	TMA 355,362	Registered
Designer Fashion Exchange	1,242,227	TMA 682,046	Registered
Designer Fashion Exchange (Design)	1,256,705	TMA 682,123	Registered
DFx (Design)	1,256,704	TMA 682,122	Registered
EHL (Design)	666,515	TMA 427,392	Registered
EHL No-Wrinkle	781,670	TMA 475,355	Registered
Eurostretch Gab	803,054	TMA 499,974	Registered
Exandra	608,239	TMA 358,297	Registered
Exandra (Design)	610,357	TMA 373,949	Registered
Exandra Express	623,202	TMA 365,561	Registered
Fashionista Society (Design)	1,337,729	TMA 716,908	Registered
Fit Clip	786,834	TMA 474,070	Registered
FMO	1,277,807	TMA 700,910	Registered
Fooler	664,424	TMA 388,790	Registered
Fun-Damentals	610,514	TMA 363,889	Registered
Hug	1,574,078	TMA 902,514	Registered
Indigo Slims	1,674,563	N/A	Application
Jay Set	403,288	TMA 227,740	Registered
Jay Set	749,300	TMA 442,577	Registered
Magknits	609,763	TMA 361,891	Registered
N (Design)	553,031	TMA 326,811	Registered
N (Design)	553,040	TMA 332,685	Registered
N.K.D.	611,337	TMA 361,904	Registered
N.K.D.	612,712	TMA 356,712	Registered
N.K.D. Nygård Knit Division (Design)	612,122	TMA 362,204	Registered
N.K.D. Nygård Knit Division (Design)	627,693	TMA 373,633	Registered
N2K	1,010,099	TMA 554,347	Registered
NFN	625,269	TMA 365,339	Registered

Trademark	Application No.	Registration No.	Status
NFN	627,813	TMA 373,365	Registered
NFN	1,234,239	TMA 732,998	Registered
NFN Nygård Fashion Network (Design)	627,814	TMA 377,150	Registered
NKD Express	629,833	TMA 373,083	Registered
NR5	1,283,844	TMA 680,380	Registered
NRS	553,035	TMA 347,008	Registered
Nydex	1,411,619	TMA 833,925	Registered
Nydex (Design)	1,411,621	TMA 833,924	Registered
Nygård (Design)	553,032	TMA 342,139	Registered
Nygård (Design)	553,041	TMA 342,589	Registered
NYGÅRD (Design)	1,109,662	TMA 670,401	Registered
Nygård Cachet & Design	1,644,071	N/A	Application
Nygård Collection (Design)	1,436,391	TMA889,457	Registered
Nygård Collections	755,767	TMA 463,378	Registered
Nygård Design (horizontal)	1,645,348	N/A	Application
Nygård Design (vertical)	1,645,134	N/A	Application
Nygård Fashion Network	1,201,469	TMA 743,087	Registered
Nygård Fashion Network (Design)	620,664	TMA 364,995	Registered
Nygård Fashion Park	1,240,208	TMA 682,354	Registered
Nygård Fashion Park (Design)	1,282,455	TMA 703,599	Registered
Nygård Fashion World	1,240,209	TMA 682,355	Registered
Nygård Fashions	824,915	TMA 502,481	Registered
Nygård for Life (Design)	1,337,732	TMA 732,837	Registered
Nygård Home	1,295,553	TMA 747,851	Registered
Nygar Indigo Slims	1,674,552	N/A	Application
Nygård International (Design)	553,039	TMA 342,588	Registered
Nygård International (Design)	553,042	TMA 342,590	Registered
Nygård Jeans Co.	1,066,488	TMA 567,101	Registered
Nygård Jeans Company	1,066,487	TMA 567,100	Registered
Nygård Retail System (Design)	553,038	TMA 351,464	Registered
Nygar Signature Slims	1,679,379	TMA 932,237	Registered
Nygård Slimcurve Technology	1,643,285	TMA 931, 893	Registered
Nygård Slims	1,644,073	TMA 931,411	Registered
Nygård Slims	1,621,364	TMA 931, 414	Registered

Trademark	Application No.	Registration No.	Status
Nygaard Slims by Bianca Nygard	1,676,797	TMA 932,238	Registered
Nygård Slims by Peter Nygård & Des (hor)	1,644,072	TMA 931,894	Registered
Nygård Slims by Peter Nygård & Des (vert)	1,644,070	TMA 931,890	Registered
Nygaard Slims Indigo	1,676,354	N/A	Application
Nygaard Slims Luxe	1,767,281	N/A	Application
Nygård Slims Performance	1,767,282	N/A	Application
Nygaard Slims Signature	1,679,380	TMA 932,236	Application
Nygård Sport	1,054,185	TMA 559,105	Registered
Nygård Style Design (horizontal)	1,589,856	N/A	Application
Nygård Style Design (vertical)	1,589,857	TMA 930,938	Registered
Nygaard Style Direct	1,778,556	N/A	Application
Nygård Tailors	1,243,517	TMA 682,049	Registered
Nygård Tailors (Design)	1,247,185	TMA 682,043	Registered
Nygård.com	1,022,262	TMA 553,542	Registered
One Niagara	617,291	TMA 364,939	Registered
Oui Petites	463,176	TMA 267,900	Registered
P J Nygård - Peter Nygård (Design)	692,905	TMA 413,126	Registered
Parcours	456,210	TMA 259,460	Registered
Parcours (Design)	556,047	TMA 321,754	Registered
Peter Nygård Signature Collection	628,728	TMA 391,114	Registered
Peter Nygård Signature Collection	655,842	TMA 394,171	Registered
Rafique (Design)	774,308	TMA 457,398	Registered
Rose Petal Touch	666,011	TMA 391,755	Registered
Sandwash Silk by Bianca	644,611	TMA 379,735	Registered
Silk Touch	550,068	TMA 328,427	Registered
Skinny Jeans Hugg Denim	1,574,514	N/A	Application
Slim Fit	537,953	TMA 324,794	Registered
Slim FX	1,419,312	TMA 839,472	Application
Slimcurve Technology	1,643,284	TMA 931,886	Application
Slims For Him	1,775,200	N/A	Application
Slims Indigo	1,676,353	N/A	Application
Slimz	1,642,717	N/A	Application
So Smooth	1,681,406	N/A	Application
SRI	1,277,808	TMA 700,911	Registered

Trademark	Application No.	Registration No.	Status
Step Into Stretch	822,028	TMA 516,501	Registered
Tan Jay	187,222	UCA 21,338	Registered
Tan Jay (Design)	423,661	TMA 239,439	Registered
Tan Jay (Design)	548,885	TMA 322,133	Registered
Tan Jay International	530,099	TMA 310,976	Registered
Tan Jay International (Design)	600,863	TMA 359,437	Registered
Tummy Slim Fit	1,255,658	TMA 688,306	Registered
Ultrastretch	463,142	TMA 294,965	Registered
Ultrastretch by Tan Jay	463,143	TMA 294,966	Registered
Where Fashion Meets Technology	1,360,351	TMA 724,920	Registered

Item B. US Trademarks

Trademark	Serial No.	Registration No.	Status
Bianca	73513139	1376561	Registered
Bombshell By Peter Nygård	86722195		Pending
Collections Internationale	73793198	1897202	Registered
Designer Fashion Exchange (Stylized)	76650532	3283950	Registered
DFX Designer Fashion Exchange (Stylized)	77373142	3563432	Registered
Exandra	73753090	1628390	Registered
Hug	85603106	4401061	Registered
Indigo Slims	86266912	4928087	Registered
N.K.D.	73753092	1610620	Registered
Not Just Pants Njp	85278720	4376895	Registered
Nydex (Stylized)	77575777	4264813	Registered
Nygård (Stylized)	86076009		Pending
Nygård (Stylized)	86076012	4827620	Registered
Nygård And Design	78550080	3979204	Registered
Nygaard Collections	74564685	2080489	Registered
Nygaard Fashion Network (NFN)	78337332	3276120	Registered
Nygaard Fashion World	78550065	3484890	Registered
Nygård For Life and Design	77975731	3570073	Registered
Nygård Signature Slims	86296204		Pending

Trademark	Serial No.	Registration No.	Status
Nygård Slims	86068327	4983610	Registered
Nygård Slims By Peter Nygård	86068766	4941773	Registered
Nygård Slims By Peter Nygård (Stylized)	86068903	4941774	Registered
Nygård Slims Indigo	86275757	4928106	Registered
Nygård Slims Signature	86296220		Pending
Nygård Style (Stylized)	85702360	5144079	Registered
Nygård Style (Stylized)	85702414	5144080	Registered
P J Nygard Peter Nygard and Design	74243278	2667459	Registered
Slim FX	77626691	4214218	Registered
Slimcurve Technology	86063239	4822692	Registered
Slims For Him	86959888		Pending
Slims Indigo	86275725	4928105	Registered
Slimz	86061628		Pending
So Smooth	86309357		Pending