

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM444974

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sport Maska Inc.	FORMERLY CCM Hockey U.S., Inc.	09/27/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	199 Bay Street		
Internal Address:	Commerce Court		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	0799786	C.C.M.	
Registration Number:	0934407	TACKS	
Registration Number:	1016063	CCM	
Registration Number:	1017673	CCM	
Registration Number:	1552007	AIR-KNIT	
Registration Number:	1772914	CCM	
Registration Number:	2029440		
Registration Number:	2139912	HEATON	
Registration Number:	2053172	SUPRA	
Registration Number:	2894320	HEAT	
Registration Number:	2947292	VECTOR	
Registration Number:	3333082	COMFORT SERIES	
Registration Number:	2918424	F-I-T SYSTEM	
Registration Number:	4053267	VECTOR	
Registration Number:	3925871	U FOAM	
Registration Number:	3901328	U+	
Registration Number:	4207302	5-POINT SAFETY SYSTEM	
Registration Number:	4203368	5	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	4396686	5-POINT SAFETY SYSTEM
Registration Number:	4392809	5
Registration Number:	4175446	LARCENY
Registration Number:	4569608	RIBCOR
Serial Number:	86967813	RIBCOR

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: ccritchelow@mayerbrown.com
Correspondent Name: Mayer Brown LLP
Address Line 1: 71 S. Wacker Dr.
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Chandra Critchelow
SIGNATURE:	/cjc/
DATE SIGNED:	09/28/2017

Total Attachments: 6
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CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of September 27, 2017 by and from Sport Maska Inc. (the “Grantor”), to and in favor of Canadian Imperial Bank of Commerce, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, CCM Hockey Acquisition Ltd. (a predecessor of the Grantor), as Canadian Borrower, CCM Hockey US Acquireco Inc., a Delaware corporation, which after the consummation of the Closing Date U.S. Reorganization was merged with and into CCM Hockey U.S., Inc., a Vermont corporation, with CCM Hockey US Acquireco Inc. surviving such merger as U.S. Borrower with the name “CCM Hockey U.S., Inc.”, as U.S. Borrower, the guarantors from time to time party thereto, as Guarantors, the Canadian Imperial Bank of Commerce, as Agent and the lenders from time to time party thereto (the “Lenders”) have entered into that certain Credit Agreement, dated as of September 1, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor and certain of its Subsidiaries have entered into an Ontario law Pledge and Security Agreement dated as of September 1, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, for and on behalf of the Secured Parties, a security interest in all trademarks, trade names, brands, trade dress, business names, uniform resource locators, domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill and other intellectual property rights, including the Trademarks,

whether registered or not or the subject of a pending application for registration, owned by or licensed to the Grantor (collectively, the "Intellectual Property Rights").

(c) Nothing in this Confirmatory Grant shall constitute an assignment, grant or security interest or lien or attempted assignment, grant of security interest or lien in or of any Intellectual Property Right to the extent that such Intellectual Property Right is not assignable or requires the consent of a third party to its assignment or the grant of a security interest or lien therein unless such consent has been obtained, due to (i) its provisions, or (ii) Applicable Law. In each such case, the Grantor shall promptly, upon written request by the Grantee, acting reasonably, use its commercially reasonable efforts to obtain the consent of any necessary third party to the assignment of and grant of security interest and lien in such Intellectual Property Right under this Confirmatory Grant and to its further assignment by the Grantee to any third party as a result of the exercise by the Grantee of remedies after demand. Upon such consent being obtained or waived, this Confirmatory Grant shall apply to the applicable Intellectual Property Right without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to the grant of the security interest and assignment is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the Intellectual Property Right in question hold all benefit to be derived from such Intellectual Property Right in trust for the Grantee (including the Grantor's beneficial interest in any Intellectual Property Right which may be held in trust for the Grantee by a third party), as additional security for payment of the Secured Obligations owing by the Grantor and shall deliver up all such benefit to the Grantee, promptly upon demand by the Grantee.

3) Governing Law. **THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO WITHOUT PREJUDICE TO OR LIMITATION OF ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER THE LAWS OF ANY JURISDICTION WHERE PROPERTY OR ASSETS OF THE GRANTOR MAY BE FOUND.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

SPORT MASKA INC.

By: 
Name:
Title:

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By _____
Name:
Title:

By _____
Name:
Title:

Signature Page to Grant of Security Interest in United States Trademarks

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

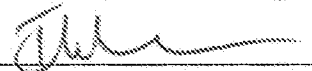
SPORT MASKA INC.

By: _____
Name:
Title:

Acknowledged and accepted:


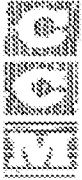


CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee



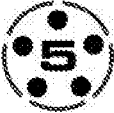
By: 
Name: Kyle Lane
Title: Authorized Signatory

By: 
Name: Italo Fortino
Title: Authorized Signatory

Signature Page to Grant of Security Interest in United States Trademarks

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
C.C.M.	72211625		0799786	
TACKS	72379341		0934407	
 CCM	72442486		1016063	
 CCM	72442487		1017673	
AIR-KNIT	73644425		1552007	
CCM	74006145		1772914	
	74467943		2029440	
 HEATON	74579461		2139912	

SUPRA	74595663		2053172	
HEAT	76478917		2894320	
VECTOR	76478918		2947292	
COMFORT SERIES	76479046		3333082	
F-I-T SYSTEM	76487947		2918424	
VECTOR	76543776		4053267	
U FOAM	77336435		3925871	
U+ 	77729442		3901328	
5-POINT SAFETY SYSTEM	85345785		4207302	
 5	85345870		4203368	
5-POINT SAFETY SYSTEM	85345931		4396686	
 5	85346020		4392809	
LARCENY	85479398		4175446	
RIBCOR	85946018		4569608	
RIBCOR	86967813			