

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM444731

|   |   |                       |                               |
|---|---|-----------------------|-------------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT  |                       |                               |
| <b>NATURE OF CONVEYANCE:</b>  | ABL Notice and Confirmation of Grant of Security Interest in Trademarks |                       |                               |
| <b>CONVEYING PARTY DATA</b>   |   |                       |                               |
| <b>Name</b>   | <b>Formerly</b>   | <b>Execution Date</b> | <b>Entity Type</b>            |
| TOG Manufacturing Company, Inc.   |   | 09/26/2017            | Corporation:<br>MASSACHUSETTS |
| <b>RECEIVING PARTY DATA</b>   |   |                       |                               |
| <b>Name:</b>  | Bank of America, N.A., as Collateral Agent                              |                       |                               |
| <b>Street Address:</b>  | 2 King Edward Street  |                       |                               |
| <b>City:</b>  | London EC1A 1HQ   |                       |                               |
| <b>State/Country:</b>   | UNITED KINGDOM  |                       |                               |
| <b>Entity Type:</b>   | National Banking Association: UNITED STATES                             |                       |                               |
| <b>PROPERTY NUMBERS Total: 1</b>  |   |                       |                               |
| <b>Property Type</b>  | <b>Number</b>   | <b>Word Mark</b>      |                               |
| <b>Registration Number:</b>   | 2283005   | TOG                   |                               |
| <b>CORRESPONDENCE DATA</b>  |   |                       |                               |
| <b>Fax Number:</b>  | 2134522329  |                       |                               |
| <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> |   |                       |                               |
| <b>Phone:</b>   | 2136207848  |                       |                               |
| <b>Email:</b>   | iprecordations@whitecase.com  |                       |                               |
| <b>Correspondent Name:</b>  | Justine Lu/White & Case LLP   |                       |                               |
| <b>Address Line 1:</b>  | 555 South Flower Street, 2700   |                       |                               |
| <b>Address Line 4:</b>  | Los Angeles, CALIFORNIA 90071   |                       |                               |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 1103813-0127-S216   |                       |                               |
| <b>NAME OF SUBMITTER:</b>   | Justine Lu  |                       |                               |
| <b>SIGNATURE:</b>   | /Justine Lu/  |                       |                               |
| <b>DATE SIGNED:</b>   | 09/27/2017  |                       |                               |
| <b>Total Attachments: 5</b>   |   |                       |                               |
| source=6.17 Doncasters Trademark Security Agreement Joinder (ABL)#page1.tif   |   |                       |                               |
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**ABL NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

ABL NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of September 26, 2017, made by TOG Manufacturing Company, Inc., a Massachusetts corporation (the "Grantor"), in favor of BANK OF AMERICA, N.A., as Collateral Agent (the "Agent") for the Lenders that are parties to the ABL Credit Agreement, dated as of April 9, 2013, by and among DUNDEE HOLDCO 3 LIMITED, a company registered in England & Wales with registration number 05651578 (the "UK Parent Borrower" and together with certain Subsidiaries of the UK Parent Borrower, the "Borrowers"), the Lenders, the Agent and the other parties thereto (as amended, restated, supplemented, amended and restated or otherwise modified from time to time, the "ABL Credit Agreement").

**WHEREAS**, pursuant to the ABL Credit Agreement, the Lenders have severally agreed to make loans and issue letters of credit to the Borrowers subject to the terms and conditions set forth therein; and

**WHEREAS**, in connection with the ABL Credit Agreement, the Grantor, the Borrowers and the other parties thereto have executed and delivered a ABL Security Agreement, dated as of April 9, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "ABL Security Agreement"); and

**WHEREAS**, pursuant to the ABL Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including its Trademarks set forth on Schedule I; and

**WHEREAS**, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, 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 provided by reference in the ABL Credit Agreement and the ABL Security Agreement.

2. **Confirmation of Grant of Security Interest.** The Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the ABL Credit Agreement) and to all Trademarks now owned (including its Trademarks set forth on Schedule I) or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by

acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. **Purpose.** This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the ABL Security Agreement. The ABL Security Agreement (and all rights and remedies of the Lenders 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 Lenders with respect to the security interest in the Trademarks are more fully set forth in the ABL Credit Agreement and the ABL 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. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TOG MANUFACTURING COMPANY, INC.,  
as Grantor

By: \_\_\_\_\_

Name: Kenneth R. Caratelli

Title: President

BANK OF AMERICA, N.A., as Collateral Agent

By:

*Paula Langridge*

Name: PAULA LANGRIDGE

Title: SENIOR VICE PRESIDENT

*(Signature Page ABL Trademark Security Agreement)*

**TRADEMARK**  
**REEL: 006163 FRAME: 0491**

SCHEDULE I

Trademark Registrations

| <u>TRADEMARK</u> | <u>App. No.</u> | <u>Reg. No.</u> |
|------------------|-----------------|-----------------|
| TOG              | 75502472        | 2283005         |

Trademark Applications

| <u>TRADEMARK</u> | <u>App. No.</u> |
|------------------|-----------------|
| Nil              | Nil             |