

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445697

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|---|--------------------------------|-----------------------|---------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Transfer of Security Interest | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Royal Bank of Canada | | 05/19/2017 | Corporation: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | HSBC Bank of Canada | | |
| Street Address: | 70 York Street | | |
| City: | Toronto ON | | |
| State/Country: | CANADA | | |
| Postal Code: | M5J1S9 | | |
| Entity Type: | Corporation: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4355045 | ONE FLORAL GROUP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | | | |
| <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> | | | |
| Email: | kdurell@millerthomson.com | | |
| Correspondent Name: | Karen Durell | | |
| Address Line 1: | 40 King Street West | | |
| Address Line 2: | Suite 5800, Miller Thomson LLP | | |
| Address Line 4: | Toronto ON, CANADA M5H3S1 | | |
| NAME OF SUBMITTER: | Karen Durell | | |
| SIGNATURE: | /KLD/ | | |
| DATE SIGNED: | 10/03/2017 | | |
| Total Attachments: 12 | | | |
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| source=27106583v1 - Security Agent Transfer Agreement#page2.tif | | | |
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RESIGNATION, CONSENT AND APPOINTMENT AGREEMENT

This Resignation, Consent and Appointment Agreement (this "Agreement"), is effective as of May 19, 2017 (the "Effective Date"), by and among Royal Bank of Canada ("RBC"), in its capacity as Agent (in such capacity, together with any of its sub-agents in such capacity, the "Resigning Agent") under that certain Credit Agreement and other Loan Documents, respectively, referred to below, the Successor Agent (as defined below), 1814375 Ontario Inc. as general partner for Flower Group Operating LP as borrower (the "Borrower"), the Guarantors party hereto and the Lenders. Words defined or given extended meanings in the Credit Agreement referred to below have the same meanings when used herein unless otherwise defined herein.

RECITALS

WHEREAS, the Resigning Agent serves as Agent under (a) the Credit Agreement dated as of March 17, 2017 (as heretofore amended, restated, supplemented or otherwise modified, the "Credit Agreement"), among, the Borrower, the guarantors party thereto, the Resigning Agent and the other financial institutions party thereto as Lenders and (b) the other Loan Documents (as defined in the Credit Agreement);

WHEREAS, the Resigning Agent desires to resign as Agent under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) and any other documents referred to in the Credit Agreement as to which the Resigning Agent is acting as an administrative agent or collateral agent thereunder (collectively, as heretofore amended, restated, supplemented or otherwise modified, the "Loan Documents"), and the Resigning Agent hereby gives notice of such resignation to Borrower and the Lenders in accordance with the terms of the Credit Agreement;

WHEREAS, the Lenders, by entering into this Agreement, are consenting to the appointment of HSBC Bank Canada ("HSBC"), as successor Agent (in such capacity, the "Successor Agent"), under the Credit Agreement and the other Loan Documents, and the Borrower hereby acknowledges such appointment, and the Successor Agent, by entering into this Agreement and executing the counterpart to the Credit Agreement, in accordance with the Credit Agreement, accepts such appointment;

WHEREAS, RBC serves as the Swing Line Lender (the "Existing Swing Lender") and the sole Revolver Lender under the Credit Agreement;

WHEREAS, pursuant to Section 17.10.4 of the Credit Agreement RBC has, pursuant to Loan Transfer Agreements dated the date hereof RBC as Transferring Lender, immediately prior to the effectiveness of this Agreement transferred 100% of its Revolver Commitment and Outstanding Amounts thereunder as follows: (i) to HSBC as Transferee 65% of RBC's Revolver Commitment and the proportionate amount of the Outstanding Amount thereunder, which shall include 100% of the Swing Line Commitment and the Outstanding Amount thereunder (the "HSBC Loan Transfer"); (ii) to ICICI Bank Canada the balance of RBC's Revolver Commitment and the proportionate amount of the Outstanding Amount thereunder (the "ICICI Loan Transfer");

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

1. Resignation, Consent and Appointment

- (a) As of the Effective Date (i) pursuant to Section 16.15.1 of the Credit Agreement, the Resigning Agent hereby resigns as the Agent as provided under the Credit Agreement and shall have no further obligations in such capacity under the Credit Agreement and the other Loan Documents; (ii) the Lenders in consultation with Borrower, hereby appoint HSBC as successor Agent under the Credit Agreement and the other Loan Documents, and the Borrower hereby acknowledges such appointment; (iii) HSBC hereby accepts its appointment as Successor Agent under the Credit Agreement and the other Loan Documents; (iv) other than as set forth herein, Resigning Agent hereby irrevocably assigns and delegates to the Successor Agent, effective as of the date hereof, all of the rights, powers (including powers of attorney), benefits, privileges and duties and interest in and to any collateral, the Credit Agreement, and the other Loan Documents, including, without limitation, all liens and security interests of Resigning Agent; and (v) the parties hereto authorize each of the Resigning Agent and the Successor Agent and their respective legal counsel to prepare, enter into, execute, deliver, record and/or file any and all notices, certificates, instruments, PPSA and UCC financing statements or the equivalent in other jurisdictions and/or other documents or agreements (including, without limitation, filings in respect of any collateral, and assignments, amendments or supplements to any PPSA or UCC financing statements, mortgages, deeds of trust, the Security or other security agreements, pledge agreements, intellectual property security agreements, certificates of title, stock powers, account control agreements, intercreditor agreements, or other Loan Documents), as either the Resigning Agent or the Successor Agent deems reasonably necessary or desirable to effect or evidence (of public record or otherwise) the transactions herein contemplated, including but not limited to the resignation of the Resigning Agent and the appointment of the Successor Agent, and to maintain the validity, perfection, priority, of, or assign to the Successor Agent, any and all liens and security interests in respect of any and all collateral, and each of the Borrower, the subsidiary guarantors, the Resigning Agent and the Successor Agent hereby agrees, at the sole cost and expense of the Borrower, to execute and deliver (and the Borrower agree to cause each other guarantor or grantor of collateral to execute and deliver) any documentation reasonably necessary or reasonably requested by the Resigning Agent or the Successor Agent to evidence such resignation and appointment or to maintain the validity, perfection or priority of, or assign to the Successor Agent, any such liens or security interests, or to maintain the rights, powers and privileges afforded to the Agent under any of the Loan Documents.
- (b) The parties hereto hereby confirm that the Successor Agent succeeds to the rights and obligations of the Agent under the Credit Agreement and the other Loan Documents and becomes vested with all of the rights, powers, discretion, privileges and duties of the Agent under the Credit Agreement and the other Loan Documents, and the Resigning Agent is discharged from all of its duties and

obligations as the Agent under the Credit Agreement and the other Loan Documents, in each case as of the Effective Date.

- (c) The parties hereto agree that the Successor Agent shall have no liability for any actions taken or omitted to be taken by the Resigning Agent while it served as the Agent under the Credit Agreement and the other Loan Documents or for any other event or action related to the Credit Agreement or the other Loan Documents that occurred prior to the effectiveness of this Agreement. The parties hereto agree that the Resigning Agent shall have no liability for any actions taken or omitted to be taken by the Successor Agent as the Agent under the Credit Agreement and the other Loan Documents.
- (d) The Resigning Agent hereby assigns to the Successor Agent, effective on and after the Effective Date, any powers of attorney, liens, or security interests and all other rights and interests granted to the Resigning Agent, for the ratable benefit of the Secured Parties under the Credit Agreement and other Loan Documents, and the Successor Agent hereby accepts the benefit of all such powers of attorney, liens and security interests and other rights and interests, for its benefit and for the ratable benefit of the Secured Parties.
- (e) On and after the Effective Date, all possessory collateral held by the Resigning Agent for the benefit of the Secured Parties shall be deemed to be held by the Resigning Agent as agent and bailee for the Successor Agent for the benefit and on behalf of the Successor Agent and the Secured Parties until such time as such possessory collateral has been delivered to the Successor Agent. On and after the Effective Date, to the extent any liens or security interests granted to the Resigning Agent under the Credit Agreement and other Loan Documents have not been effectively assigned to the Successor Agent, for the benefit of the Secured Parties the Resigning Agent shall be deemed to hold such liens or security interests as collateral representative of the Successor Agent for the benefit and on behalf of the Successor Agent and the Secured Parties until such time as such liens or security interests have been effectively assigned to the Successor Agent, for the benefit of the Secured Parties. Without limiting the generality of the foregoing, any reference to the Resigning Agent in any publicly filed document, to the extent such filing relates to the liens and security interests in any collateral assigned hereby and until such filing is modified to reflect the interests of the Successor Agent, shall, with respect to such liens and security interests, constitute a reference to the Resigning Agent as collateral representative of the Successor Agent. Notwithstanding the foregoing in this clause (e), the parties hereto agree that the Resigning Agent's role as such collateral representative shall impose no duties, obligations or liabilities on the Resigning Agent, including, without limitation, any duty to take any type of direction regarding any action to be taken against such collateral, whether such direction comes from the Successor Agent, the Secured Parties or otherwise, and the Resigning Agent shall have the full benefit of all of the protective provisions of Article 16 of the Credit Agreement, while serving in such capacity). The Resigning Agent agrees to deliver all possessory collateral in its possession as listed on Schedule I hereto to the

Successor Agent on or promptly following the Effective Date, and the Successor Agent agrees to take possession thereof upon such tender by the Resigning Agent.

- (f) On and after the Effective Date, Schedules 2 and 3 to the Credit Agreement (Accounts) shall be replaced by Schedule 2 and 3 attached hereto to reflect the Loan Transfers and resignation and appointments hereunder.
- (g) Notwithstanding anything in this Agreement or in any other Loan Document to the contrary, and for the avoidance of doubt, the provisions of Article 16 and Sections 17.1 and 17.2 of the Credit Agreement shall continue to inure to the benefit of the Resigning Agent, in its capacity as Agent, as to any actions taken or omitted to be taken by it while it was Agent.
- (h) The Successor Agent on behalf of each Secured Party (other than the Resigning Agent) hereby releases and forever discharges the Resigning Agent from any and all rights, obligations and losses and expenses arising on and after the Effective Date under, by reason of or otherwise in connection with the assumption hereunder by the Successor Agent of the obligations of the Resigning Agent under the Loan Documents.

2. Waiver of Notices

The Borrower and the Lenders hereby waive any notice, timing or other requirement of the Credit Agreement or the other Loan Documents (including, without limitation, pursuant to Section 16.15.1 of the Credit Agreement) related to the resignation of the Resigning Agent, the Existing Issuing Lender and/or the Existing Swing Lender or the appointment or designation of the Successor Agent.

3. Representations and Warranties

- (a) Each party hereto hereby represents and warrants on and as of the Effective Date that it is legally authorized to enter into and has duly executed and delivered this Agreement.
- (b) The Borrower hereby represents and warrants that no Event of Default has occurred and is continuing or would occur as a result of this Agreement becoming effective.
- (c) The Borrower hereby represents and warrants that, as of the date hereof, there are no outstanding borrowings by way of Acceptances or Standby Instruments or Swing Line Loans under the Credit Agreement.

4. Notices

Commencing as of the Effective Date, notices to the Successor Agent in respect of the Credit Agreement or any other Loan Document shall be directed as follows:

HSBC BANK CANADA, as Agent

Attn: Philip Allen, Loan Syndications

70 York Street
Toronto, ON M5J 1S9

Phone: (416) 868-8306
Email: philip.a.allen@hsbc.ca

5. Effectiveness

This Agreement shall become effective on the Effective Date subject to the effectiveness of the Loan Transfer Agreements and the HSBC Loan Transfer and ICICI Loan Transfer respectively thereunder and when the Resigning Agent and Successor Agent have received counterparts of this agreement duly executed by each of the parties hereto and a counterpart of the Credit Agreement duly executed by HSBC as Agent.

6. Fees and Expenses

- (a) The Borrower agrees to pay to Resigning Agent, on the date hereof, any and all due and outstanding fees, costs and other expenses incurred by such Resigning Agent in connection with performing its role as Agent under the Loan Documents, including, without limitation, legal fees, to the extent payable or reimbursable by the Borrower pursuant to the Loan Documents.
- (b) Without in any way limiting the Borrower's obligations under the Loan Documents, the Borrower shall be liable for all reasonable, documented, out-of-pocket costs and expenses, including, without limitation, reasonable legal fees, incurred by Resigning Agent and the Successor Agent in connection with this Agreement or in connection with any of the actions taken from time to time by either of them contemplated hereunder and shall promptly reimburse such Resigning Agent and/or the Successor Agent upon demand therefor.

7. Miscellaneous

- (a) **Return of Payments.** In the event that, after the Effective Date, the Resigning Agent receives any principal, interest or other amount owing to any Lender or the Successor Agent under the Credit Agreement or any other Loan Document, or receives any instrument, agreement, report, financial statement, insurance policy, notice or other document in its capacity as Resigning Agent, the Resigning Agent agrees to promptly forward the same to the Successor Agent and to hold the same in trust for the Successor Agent until so forwarded. The parties hereto agree that any provision of any of the Loan Documents directing the Borrower to make payment to the Resigning Agent shall be hereby amended to direct the Borrower to make payment to the account designated by the Successor Agent to the Borrower from time to time.
- (b) **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

- (c) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall be one and the same instrument. Delivery of this Agreement by facsimile or email transmission or other electronic means shall be effective as delivery of a manually executed counterpart hereof.
- (d) **Headings.** The paragraph headings used in this Agreement are for convenience only and shall not affect the interpretation of any of the provisions hereof.
- (e) **Interpretation.** This Agreement is a Loan Document for all purposes under the Credit Agreement.
- (f) **APPLICABLE LAW.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the date first written above.

ROYAL BANK OF CANADA,
as Resigning Agent

By: _____

Name: **Rodica Dutka**
Title: **Manager, Agency**

ROYAL BANK OF CANADA,
as Existing Issuing Lender and Existing
Swing Line Lender

By: _____

Name:
Title:

HSBC BANK CANADA,
as Successor Agent

By: _____

Name:
Title:

LENDERS:
HSBC BANK CANADA

By: _____

Name:
Title:

ICICI BANK CANADA

By: _____

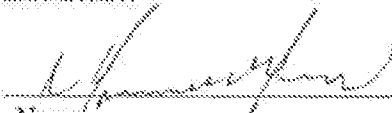
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the date first written above.

ROYAL BANK OF CANADA,
as Resigning Agent

By: _____
Name:
Title:

ROYAL BANK OF CANADA,
as Existing Issuing Lender and Existing
Swing Line Lender

By:  _____
Name: **Mohamed Hammad**
Title: **Vice President - FICG - Finance**

HSBC BANK CANADA,
as Successor Agent

By: _____
Name:
Title:

LENDERS:
HSBC BANK CANADA

By: _____
Name:
Title:

ICICI BANK CANADA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the date first written above.

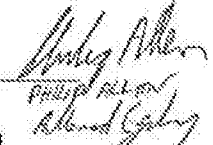
ROYAL BANK OF CANADA,
as Resigning Agent

By: _____
Name:
Title:

ROYAL BANK OF CANADA,
as Existing Issuing Lender and Existing
Swing Line Lender

By: _____
Name:
Title:

HSBC BANK CANADA,
as Successor Agent

By: Raisa Noqubi 
Name: Raisa Noqubi
Title: Authorized Signatory

LENDERS:
HSBC BANK CANADA

By: _____
Name:
Title:

ICICI BANK CANADA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the date first written above.

ROYAL BANK OF CANADA,
as Resigning Agent

By: _____
Name:
Title:



ROYAL BANK OF CANADA,
as Existing Issuing Lender and Existing
Swing Line Lender

By: _____
Name:
Title:

HSBC BANK CANADA,
as Successor Agent

By: _____
Name:
Title:

LENDERS:
HSBC BANK CANADA

By:  _____ 
Name: *Martin Smith* *Nicole Song*
Title: *Relationship Manager* *Relationship Manager*
HSBC Bank Canada

ICICI BANK CANADA

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and made effective as of the date first written above.

ROYAL BANK OF CANADA,
as Resigning Agent

By: _____
Name:
Title:

ROYAL BANK OF CANADA,
as Existing Issuing Lender and Existing
Swing Line Lender

By: _____
Name:
Title:



HSBC BANK CANADA,
as Successor Agent

By: _____
Name:
Title:

LENDERS:
HSBC BANK CANADA

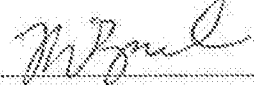
By: _____
Name:
Title:

ICICI BANK CANADA

By:  
Audrey Couillard
Senior Vice President
Legal & Corporate Secretary
ICICI Bank Canada
Hemang Thanavala
Vice President & CFO
ICICI Bank Canada

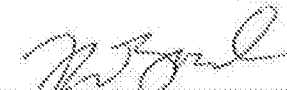
BORROWER:

1814375 ONTARIO INC. as general
partners for FLOWER GROUP
OPERATING LP

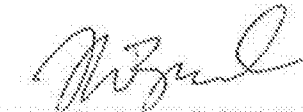
By: 
Name: TIMOTHY W ZOSEL
Title:

GUARANTORS:


1814375 ONTARIO INC.

By: 
Name: TIMOTHY W ZOSEL
Title:

**FLOWER GROUP HOLDINGS USA
INC.**

By: 
Name: TIMOTHY W ZOSEL
Title:

FLOWER GROUP USA LLC

By: 
Name: TIMOTHY W ZOSEL
Title: