

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM446062

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Movati Athletic (Holdings) Inc.		10/05/2017	Corporation: ONTARIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Agent		
<b>Street Address:</b>	500 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 9</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86438022	MOVATI	
<b>Serial Number:</b>	86438290	MOVATI ATHLETIC	
<b>Serial Number:</b>	86470763	MA	
<b>Serial Number:</b>	86470755	MA MOVATI ATHLETIC 1997	
<b>Serial Number:</b>	86470780	MOVATI MA ATHLETIC 1997	
<b>Serial Number:</b>	86470767	MOVATI ATHLETIC	
<b>Serial Number:</b>	86470759	MA MOVATI ATHLETIC 1997	
<b>Serial Number:</b>	86705307	FEEL WELCOME. FEEL COMFORTABLE. FEEL HEA	
<b>Serial Number:</b>	86705277	FITNESS THAT FEELS GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	312-577-8518		
<b>Email:</b>	rebecca.dyson@kattenlaw.com		
<b>Correspondent Name:</b>	Rebecca Dyson C/O Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Rebecca Dyson		

CH \$240.00 86438022

<b>SIGNATURE:</b>	/rebecca dyson/
<b>DATE SIGNED:</b>	10/05/2017
<b>Total Attachments: 6</b> source=Antares Movati US Trademark Security Agreement (Executed)#page1.tif source=Antares Movati US Trademark Security Agreement (Executed)#page2.tif source=Antares Movati US Trademark Security Agreement (Executed)#page3.tif source=Antares Movati US Trademark Security Agreement (Executed)#page4.tif source=Antares Movati US Trademark Security Agreement (Executed)#page5.tif source=Antares Movati US Trademark Security Agreement (Executed)#page6.tif	

## US TRADEMARK SECURITY AGREEMENT

THIS US TRADEMARK SECURITY AGREEMENT, dated as of October 5, 2017, is made by the undersigned (“**Grantor**”), in favour of Antares Capital LP (“**Antares**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of October 5, 2017 (as the same may be amended, restated, amended and restated supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among MOVATI ATHLETIC (HOLDINGS) INC., an Ontario corporation (“**Holdings**”), MOVATI ATHLETIC (GROUP) INC., an Ontario corporation (“**Borrower**”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and Antares, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Security Agreement of even date herewith in favour of the Agent (the “**Guarantee and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is a party to the Guarantee and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “**Trademark Collateral**”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, the Trademark Collateral shall not include Excluded Property.

Section 3. Guarantee and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The term of this Trademark Security Agreement shall be coterminous with the Guarantee and Security Agreement. In the event that any provision of the Guarantee and Security Agreement conflicts with this Trademark Security Agreement, the provisions of the Guarantee and Security Agreement shall govern.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defence, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MOVATI ATHLETIC  
(HOLDINGS) INC.  
as Grantor

By:   
Name: Charles Kelly  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

ANTARES CAPITAL LP,  
as Agent

By: Denis Collins

Name: Denis Collins

Title: Duly Authorized Signatory

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Nil.

2. TRADEMARK APPLICATIONS

Name of Entity	Application No.	Date	Trademark	Country
Movati Athletic (Holdings) Inc.	86/438,022	Published for Opposition: July 25, 2017	MOVATI	United States
Movati Athletic (Holdings) Inc.	86/438,290	Published for Opposition: July 25, 2017	MOVATI ATHLETIC	United States
Movati Athletic (Holdings) Inc.	86/470,763	Published for Opposition: July 25, 2017	MA	United States
Movati Athletic (Holdings) Inc.	86/470,755	Published for Opposition: August 22, 2017	MA MOVATI ATHLETIC 1997 and Design	United States
Movati Athletic (Holdings) Inc.	86/470,780	Published for Opposition: August 15, 2017	MOVATI MA ATHLETIC 1997 and Design	United States
Movati Athletic (Holdings) Inc.	86/470,767	Published for Opposition: July 25, 2017	MOVATI ATHLETIC (Stylized)	United States
Movati Athletic (Holdings) Inc.	86/470,759	Published for Opposition: August 15, 2017	MA MOVATI ATHLETIC 1997 and Design	United States
Movati Athletic	86/705,307	Published for Opposition: July 25,	FEEL WELCOME.	United States

Name of Entity	Application No.	Date	Trademark	Country
(Holdings) Inc.		2017	FEEL COMFORTA BLE. FEEL HEALTHY.	
Movati Athletic (Holdings) Inc.	86/705,277	Published for Opposition: July 25, 2017	FITNESS THAT FEELS GOOD	United States

3. IP LICENSES

Nil.