

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM470236

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATHLETICA SPORT SYSTEMS INC.		04/16/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	BANK OF MONTREAL		
Street Address:	595 Burrard Street		
Internal Address:	6th Floor		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V7X 1L7		
Entity Type:	Multinational Banking and Financial Services Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	2190376	CRYSTAPLEX	
Registration Number:	2197088	C	
Registration Number:	2422018	ATHLETICA	
Registration Number:	2556426	CHECK FLEX BOARDS	
Registration Number:	2608084	GAMEPLEX	
Registration Number:	2912059	ARENADECK	
Registration Number:	1996591	BORDER PATROL	
Registration Number:	1997997	BORDER PATROL	
Registration Number:	1050676	CRYSTAPLEX	
Registration Number:	3873684	SOFTCAP	
Registration Number:	3243978	GLASSFLEX	
Registration Number:	3970997	UVEEBOARD	
CORRESPONDENCE DATA			
Fax Number:	6123713207		
<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>			
Phone:	612-371-3501		
Email:	tmg@ballardspahr.com		
TRADEMARK			

CH \$315.00 2190376

Correspondent Name: MARILYN J. HARGENS
Address Line 1: 80 South Eighth Street
Address Line 2: Suite 2000 IDS Center
Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER: Marilyn J. Hargens

SIGNATURE: /Marilyn Hargens/

DATE SIGNED: 04/17/2018

Total Attachments: 15

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 16, 2018, is made by **ATHLETICA SPORT SYSTEMS INC.**, a corporation incorporated under the laws of the Province of Ontario (together with any successor corporation by merger, amalgamation or otherwise, the “**Grantor**”), in favor of **BANK OF MONTREAL** (the “**Secured Party**”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith, by and among the Secured Party, the Grantor and each other Person hereafter joined thereto as a borrower or guarantor from time to time (as amended, modified, supplemented, renewed, restated or replaced from time to time, the “**Credit Agreement**”; capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the Credit Agreement), Secured Party have made and/or will in the future make certain extensions of credit to the Grantor or its Affiliate upon the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, pursuant to the Security Documents, Grantor has granted to Secured Party a security interest in and liens upon substantially all of Grantor’s assets, including without limitation all of Grantor’s Intellectual Property and specifically including all of Grantor’s registered United States patents, trademarks and copyrights and all of Grantor’s filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the “Intellectual Property Collateral” as hereinafter further defined); and

WHEREAS, Grantor has agreed to execute and deliver this Agreement, and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the United States Copyright Office (as applicable), in order to perfect and/or protect all of Secured Party’s security interest in and liens upon the Intellectual Property Collateral;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of any lien by Grantor in any Collateral under the Credit Agreement or any Security Document, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor hereby assigns, pledges and grants to Secured Party a continuing security interest in and lien upon all of Grantor’s right, title and interest in, to and under the following Collateral of Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the “Intellectual Property Collateral”):

(a) all of its registered/issued United States patents and filed United States patent applications, including, without limitation, those referred to on Schedule 1 hereto or on

any Schedule to any Supplement (as defined below) delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by clause (b) above;

(d) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); and

(f) all cash, income, royalties, fees, other proceeds, receivables, accounts and general intangibles that consist of rights of payment to or on behalf of Grantor, proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of Grantor, and 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;

which such continuing security interest in and lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations unless and until the Obligations have been indefeasibly satisfied and paid in full in cash and all commitments and facilities under the Credit Agreement have been terminated.

Section 2. Credit Agreement. The security interests and liens granted pursuant to this Agreement are granted in conjunction with, and in no way limit, the security interests and liens granted to the Secured pursuant to any Security Document, and Grantor hereby acknowledges and agrees that the rights and remedies of the Secured Party with respect to the security interests in and liens upon the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement or the Security Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and Grantor hereby authorizes Secured Party to file and record a copy of this Agreement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Intellectual Property Collateral subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Grantor hereby covenants and agrees that promptly upon the acquisition by Grantor of any new Intellectual Property Collateral, Grantor shall, concurrently with the next scheduled delivery of a Compliance Certificate under Section 9.4 of the Credit Agreement following acquisition of such new Intellectual Property Collateral, deliver to Secured Party a duly executed Supplement to this Agreement in the form of Exhibit A hereto (a "Supplement"), listing all such newly acquired Intellectual Property Collateral on Schedule I thereto, pursuant to which Grantor shall reconfirm the grant of a security interest in such newly acquired Intellectual Property Collateral to Secured Party to secure the Obligations. Each Supplement is intended by the parties to be filed, and Grantor hereby authorizes Secured Party to file and record a copy of each Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by Grantor, and without limiting the generality of the provisions of Section 1 hereof above, Grantor hereby confirms and agree that any and all such after-acquired Intellectual Property Collateral shall immediately and automatically upon Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that Grantor acquires any such new Intellectual Property Collateral but Grantor fail for whatever reason to promptly executed and deliver a Supplement to Secured Party pursuant to this Section 5, Grantor hereby authorizes Secured Party, acting under its Power of Attorney granted pursuant to Section 8 below, to at any time thereafter execute in the name of Grantor an applicable Supplement with respect to such newly acquired Intellectual Property Collateral and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule 1 sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of an Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of an Event of Default, in addition to all other rights, options, and remedies granted to Secured Party under the Credit Agreement or any of the Security Documents or otherwise available to Secured Party as a secured creditor at law or in equity, Secured Party may exercise, either directly or through one or more assignees or designees, all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code with respect to the Intellectual Property Collateral.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Secured Party under the Credit Agreement or any Security Document, Grantor hereby authorizes Secured Party, its successors and assigns, and any officer, employee, attorney or agent thereof, as Grantor's true and lawful attorney-in-fact, with the power (a) to execute and endorse on behalf of and in the name of Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Secured Party may deem necessary or

desirable in order to create, protect, perfect or enforce the security interest provided for herein in the Intellectual Property Collateral and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor, and (b) after the occurrence and during the continuance of an Event of Default, to execute and endorse on behalf of and in the name of Grantor any assignment, bill of sale or similar document or instrument which Secured Party may deem necessary or desirable in order for Secured Party to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of Grantor any such assignment or bill of sale or other document executed by Secured Party, its successors and assigns, and any officer, employee, attorney or Secured Party thereof under this power of attorney. Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of hereof and of the Credit Agreement and the other Security Documents. This power of attorney is coupled with an interest and is and shall be irrevocable unless and until all of the Obligations have been indefeasibly paid in full in cash and satisfied and all of the commitments and facilities under the Credit Agreement have been terminated.

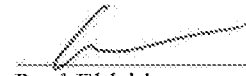
Section 9. Miscellaneous. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantor and Secured Party, and their respective successors and assigns, except that Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Secured Party. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or other electronic means of transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

[Signature Pages Follow]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ATHLETICA SPORT SYSTEMS INC.

By: 
Name: Paul Eldridge
Title: Director and President

By: _____
Name: Klemens Wilhelm
Title: Director and Secretary


[Signature Page to Intellectual Property Security Agreement]

In witness whereof, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

ATHLETICA SPORT SYSTEMS INC.

By: _____
Name: Paul Eldridge
Title: Director and President

By:  _____
Name: Klemens Wilhelm
Title: Director and Secretary

[Signature Page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL

By: _____

Name:

Title:


David Ma
Director
Corporate Finance Division



Shane Klein
Managing Director
Corporate Finance Division

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS AND COPYRIGHTS

1. Patents and Patent Applications:

CANADA

<u>Grantor</u>	<u>Trademark/ Trademark Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Renewal Date</u>
Sport Systems Unlimited Corp.	STAY-WHITE (0,375,053)	TMAA205,112	February 7, 1975/May 9, 1974	February 7, 2020
Sport Systems Unlimited Corp.	CHECK FLEX & DESIGN (0,890,544) 	TMAA527,606	May 11, 2002/September 15, 1998	May 11, 2030
Sport Systems Unlimited Corp.	ATHLETICA (1,010,445)	TMAA559,884	April 4, 2002/March 30, 1999	April 4, 2032
Sport Systems Unlimited Corp.	CHECK FLEX BOARDS (0,890,265)	TMAA527,706	May 15, 2000/September 15, 1998	May 15, 2030
Sport Systems Unlimited Corp.	CRYSTAPLEX (0,231,136)	TMAA102,576	February 3, 1956/June 24, 1955	February 3, 2031
Sport Systems Unlimited Corp.	SOFTCAP (1,352,985)	TMAA781,128	October 29, 2010/June 22, 2007	October 29, 2025

UNITED STATES

<u>Grantor</u>	<u>Trademark/ Trademark Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Renewal Date</u>
Athletica Sport Systems Inc.	CRYSTAPLEX Service mark	2,190,376	September 22, 1998	September 22, 2018
Athletica Sport Systems Inc.	C (and Design)	2,197,088	October 20, 1998	October 20, 2018
Athletica Sport Systems Inc.	ATHLETICA	2,422,018	January 16, 2001	January 16, 2021
Athletica Sport Systems Inc.	CHECK FLEX BOARDS	2,556,426	April 2, 2002	April 2, 2022
Athletica Sport Systems Inc.	GAMEPLEX	2,608,084	August 13, 2002	August 13, 2022
Athletica Sport Systems Inc.	ARENADOCK	2,912,059	December 21, 2004	December 21, 2024
Athletica Sport Systems Inc.	BORDER PATROL	1,996,591	August 27, 1996	August 27, 2026
Athletica Sport Systems Inc.	BORDER PATROL	1,997,997	September 3, 1996	September 3, 2026
Athletica Sport Systems Inc.	CRYSTAPLEX (1050676)	1,050,676	October 19, 1976	October 19, 2026
Athletica Sport Systems Inc.	SOFTCAP (3873684)	3,873,684	November 9, 2010	November 9, 2026
Athletica Sport Systems Inc.	GLASSFLEX	3,243,978	May 22, 2007	May 22, 2027
Athletica Sport Systems Inc.	UVEEBOARD	3,970,997	May 31, 2011	May 31, 2027

2. Trademarks and Trademark Applications:

<u>Grantor</u>	<u>Patent/ Patent Application</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>	<u>Expiration Date</u>
US	Dasher Boards (US)	7914385	March 29, 2012	March 29, 2027
CA	Dasher Boards (CAN)	2645480	May 15, 2012	May 15, 2027
US	Plastic Support for Dasher Boards Shielding Panels	D707105	June 17, 2014	June 17, 2023
US	Flexible Dasher Board System (US)	6004217	December 21, 1999	December 21, 2019
CA	Flexible Dasher Board System (CAN)	2311427	December 21, 1999	December 21, 2019
US	Soft Cap Design	D676577	February 19, 2013	February 19, 2021
US	Supportless Dasher Board	5953882	September 21, 1999	EXPIRED
US	Dasher Board	5863030	January 26, 1999	EXPIRED
US	Barrier Cover	D430316	August 29, 2000	EXPIRED
US	Flexible Kick Board	D487317	March 2, 2004	March 2, 2019
CA	SoftCap for Dasher Board (CAN)	2552340	July 14, 2006	July 14, 2026
RU	SoftCap for Dasher Board (RUS)	2443451	July 14, 2006	July 14, 2026
US	SoftCap for Dasher Board (US - Design)	D713060	September 9, 2014	September 9, 2021
US	H Style Divider Matrix Sleeve	D722863	February 24, 2015	February 24, 2023

3. Copyrights and Copyright Applications:

N/A

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (the "Supplement") made as of this ___ day of _____, 201__, **ATHLETICA SPORT SYSTEMS INC.**, a corporation incorporated under the laws of the Province of Ontario (together with any successor corporation by merger, amalgamation or otherwise, the "**Grantor**"), and **BANK OF MONTREAL** (the "**Secured Party**");

W I T N E S S E T H

WHEREAS, Grantor and Secured Party are parties to a certain Intellectual Property Security Agreement, dated as of April __, 2018 (as amended, modified, supplemented, renewed, restated or replaced from time to time, the "IP Security Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given to such terms in the IP Security Agreement;

WHEREAS, pursuant to the IP Security Agreement, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor has assigned, pledged and granted to Secured Party a continuing security interest in and to and lien upon all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, pursuant to the IP Security Agreement, Grantor has agreed that upon the acquisition by Grantor of any new Intellectual Property Collateral, Grantor shall deliver to Secured Party a Supplement to the IP Security Agreement in the form of Exhibit A thereto pursuant to which Grantor shall reconfirm the grant by them of a security interest in and lien upon all such newly acquired Intellectual Property Collateral, which such Supplement is intended by the parties to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable,

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of any security interest or lien by Grantor in and upon any Collateral under the Credit Agreement or any of the Security Documents, to secure the prompt payment and performance of all Obligations to Secured Party, Grantor hereby assigns, pledges and grants to Secured Party a continuing security interest in and to and lien upon all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired Intellectual Property Collateral listed on Schedule 1 to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing),

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Security Agreement. Grantor hereby authorize Secured Party to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Secured Party that Schedule I hereto sets forth a full, complete and correct list of all Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Security Agreement or any Schedule to any other Supplement to the original IP Security Agreement delivered by Grantor since the date thereof but prior to the date hereof.

3. Incorporation of the IP Security Agreement. The terms and provisions of the IP Security Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Security Agreement; all of the provisions of which IP Security Agreement are and remain in full force and effect as supplemented by this Supplement.

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IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

ATHLETICA SPORT SYSTEMS INC.

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

BANK OF MONTREAL

By: _____
Name:
Title:

SCHEDULE I

TO SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

DATED _____