

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM472745

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Commonwealth Plywood Co. Ltd.		04/30/2018	Canadian Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	234 Simcoe Street, 3rd Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	MST 1T4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4427433	D-ZINE	
Registration Number:	4793032	NÜVO	
Registration Number:	5154166	HUSKY COAT PLUS STAIN GUARD WEAR GUARD 3	
Serial Number:	87692637	WINERY COLLECTION	
Serial Number:	87692661	WINERY COLLECTION	
Registration Number:	3906343	CONTOUR GUARD	
Serial Number:	87810616	HUSKY WINERY	
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:	michael.barys@clarivate.com		
Correspondent Name:	Gregory T. Pealer		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	05/04/2018		

OP \$190.00 4427433

Total Attachments: 6

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TRADEMARK COLLATERAL AGREEMENT

This 30th day of April, 2018, Commonwealth Plywood Co. Ltd. – La Compagnie Commonwealth Plywood Ltee, a Canada corporation ("*Debtor*"), with its principal place of business and mailing address at 15 Labelle Blvd., P.O. Box 90, St. Therese, Quebec J7E 4H9, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Bank of Montreal, a chartered bank of Canada ("*BMO*"), with its mailing address at Agency Bank Services, 234 Simcoe Street, 3rd floor, Toronto, Ontario M5T 1T4 acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the "*Trademark Collateral*");

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and its affiliates as set out in that certain Security Agreement dated as of June 3, 2008, between Debtor, such affiliates of Debtor and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of

Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.


Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of Illinois without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COMMONWEALTH PLYWOOD CO. LTD.

By 
Name W. H. T. Case
Title President

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By _____
Name _____
Title _____

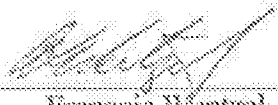
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

COMMONWEALTH PLYWOOD CO. LTD.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

BANK OF MONTREAL, AS AGENT

By  _____
Name Francis Wentzel
Title Managing Director

SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION/SERIAL NO.
D-ZINE	4427433
NOVO	4793032
HUSKY COAT PLUS & DESIGN	5154166
WINERY COLLECTION	Application Number: 87692637
WINERY COLLECTION & DESIGN	Application Number: 87692661
CONTOUR GUARD	3906343
HUSKY WINERY	Application Number: 87810616