

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM501487

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	United States Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
8834199 Canada Inc.		11/30/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank		
Street Address:	1350 Rene-Levesque Blvd. West		
Internal Address:	7th Floor		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3G 1T4		
Entity Type:	Canadian Bank: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	87840767	IFLY	
Serial Number:	87840753	IFLY	
Serial Number:	87799748	IFLYSMART	
Registration Number:	5571545	GREAT LUGGAGE SHOULDN'T COST MORE THAN Y	
Serial Number:	87407541	X SERIES	
Serial Number:	87231993	SAMMY'S SOFT GOODS CO.	
Serial Number:	87061946	IFLYSMART	
Serial Number:	86793319	EVERY JOURNEY BEGINS WITH US	
Registration Number:	4960546	IFLY	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716 856 4000		
Email:	acutaia@hodgsonruss.com		
Correspondent Name:	Alfonzo I. Cutaia - Hodgson Russ LLP		
Address Line 1:	140 Pearl Street, Suite 100		
Address Line 2:	The Guaranty Building		
Address Line 4:	Buffalo, NEW YORK 14202-4040		

OP \$240.00 87840767

ATTORNEY DOCKET NUMBER:	088859.00000
NAME OF SUBMITTER:	Alfonzo I. Cutaia
SIGNATURE:	/alfonzo i cutaia/
DATE SIGNED:	12/11/2018
Total Attachments: 4 source=35966475_1_06 US Trademarks Security Agreement by Guarantor #page1.tif source=35966475_1_06 US Trademarks Security Agreement by Guarantor #page2.tif source=35966475_1_06 US Trademarks Security Agreement by Guarantor #page3.tif source=35966475_1_06 US Trademarks Security Agreement by Guarantor #page4.tif	

UNITED STATES TRADEMARK SECURITY AGREEMENT

This UNITED STATES TRADEMARK SECURITY AGREEMENT ("**Agreement**") dated as of November 30, 2018, is entered into between 8834199 Canada Inc. (the "**Grantor**"), a Canadian corporation, and The Toronto-Dominion Bank (the "**Creditor**").

WITNESSETH:

WHEREAS as at the date hereof, the Grantor is the owner of certain United States Trademarks listed in Schedule A attached hereto;

AND WHEREAS pursuant to a certain credit agreement dated as of November 30, 2018, between Calego International Inc., as borrower, the Grantor, as guarantor, and the Creditor, as lender, as same may be amended, restated, supplemented, renewed or otherwise modified from time to time (the "**Credit Agreement**"), the Guarantor has agreed to deliver and execute a United States Trademark Security Agreement as part of the Collateral Documents (as such term is defined in the Credit Agreement);

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency 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 have the meanings provided in the Credit Agreement.
2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, as security for the payment and performance of all of its Liabilities (as such term is defined in the Credit Agreement), the Grantor hereby assigns and grants to the Creditor a continuing security interest in the Grantor's right, title and interest in and to the following, whether now or hereafter existing or acquired (the "**Trademark Collateral**"): trademarks, service marks, business names, designs, logos, indicia and other source and/or business identifiers, and the goodwill of the business relating thereto and all registrations or applications for registrations which have heretofore been or may hereafter be issued thereon in the United States (including without limitation the registrations listed on Schedule A hereto); books, records, writings, computer tapes or disks, flow diagrams, specification sheets, source codes, object codes and other physical manifestations, embodiments or incorporations of any of the foregoing; the right to sue for all past, present and future infringements of any of the foregoing; and all common law and other rights in the United States in and to all of the foregoing; provided that Trademark Collateral shall exclude United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications.
3. Authorization to Supplement. If any Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to the Creditor with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this section, the Grantor hereby authorizes the Creditor unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights of the Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from

Creditor's continuing security interest in all Trademark Collateral, whether or not listed on Schedule A.

4. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Creditor in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of the security interest granted to the Creditor under the Collateral Documents or any other document executed in connection with the Credit Agreement. The Collateral Documents and any other document executed in connection with the Credit Agreement (and all rights and remedies of the Creditor thereunder) shall remain in full force and effect in accordance with its terms.

5. Release of Security Interest. Upon the payment in full of all Liabilities and the termination of all commitments under the Credit Agreement, the Creditor shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

6. Representations and Warranties. The Grantor represents and warrants that all of the representations and warranties of, or applicable to, the Grantor set forth in the Credit Agreement are hereby incorporated and apply *mutatis mutandis* to this Agreement.

7. Covenants as to Trademark Collateral. The Grantor agrees that it shall respect and comply with all covenants of, or applicable to, the Grantor set forth in the Credit Agreement, which are hereby incorporated and apply *mutatis mutandis* to this Agreement.

8. Event of Default. The Grantor shall be in default hereunder upon the occurrence of an Event of Default (as such term is defined in the Credit Agreement).

9. Governing Law. Except to the extent that the UCC provides for the application of the law of any other jurisdiction, this Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to principles of conflicts of laws other than Section 5-1401 of the General Obligations Law of the State of New York. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.


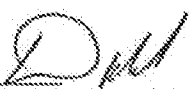
10. Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the day and year first above written.

8834199 CANADA INC.

Per: 
Name: STEPHEN RAPPS
Title: PRESIDENT

THE TORONTO-DOMINION BANK

Per:  
Name: LIANNE CROSS DARCY MACK
Title: ANALYST ACP

United States Trademark Security Agreement - Signature page

**SCHEDULE A
UNITED STATES TRADEMARKS**

Trademark	Application Number	Registration Number	Owner Name
IFLY IFLY	App 87840767 App 19-MAR-2018		8834199 CANADA INC.
IFLY IFLY	App 87840753 App 19-MAR-2018		8834199 CANADA INC.
IFLYSMART IFLYSMART	App 87799748 App 15-FEB-2018		8834199 CANADA INC.
GREAT LUGGAGE SHOULDN'T COST MORE THAN YOUR AIRFARE. <small>GREAT LUGGAGE NEEDS LEFT ONLY TAKE THEM IN AIRFARE</small>	App 87444982 App 10-MAY-2017	Reg 5571645 Reg 25-SEP-2018	8834199 CANADA INC.
X SERIES X SERIES	App 87407541 App 11-APR-2017		8834199 CANADA INC.
SAMMY'S SOFT GOODS CO. <small>SAMMY'S SOFT GOODS CO.</small>	App 87231993 App 09-NOV-2016		8834199 CANADA INC.
IFLYSMART IFLYSMART	App 87061946 App 06-JUN-2016		8834199 CANADA INC.
EVERY JOURNEY BEGINS WITH US <small>EVERY JOURNEY BEGINS WITH US</small>	App 85793319 App 20-OCT-2015		8834199 CANADA INC.
IFLY IFLY	App 85846441 App 11-FEB-2013	Reg 4960546 Reg 17-MAY-2016	8834199 CANADA INC.