

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM509047

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
G Adventures Inc.		11/15/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada, as Agent		
<b>Street Address:</b>	500 Place d'Armes		
<b>Internal Address:</b>	26th Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H2Y 2W3		
<b>Entity Type:</b>	Bank: CANADA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4287487	WANDERERS IN RESIDENCE	
<b>Registration Number:</b>	4424322	LOCAL LIVING	
<b>Registration Number:</b>	4424272	WE LOVE CHANGING PEOPLE'S LIVES	
<b>Registration Number:</b>	4424273	LEAD WITH SERVICE	
<b>Registration Number:</b>	4424274	DO THE RIGHT THING	
<b>Registration Number:</b>	4424275	EMBRACE THE BIZARRE	
<b>Registration Number:</b>	4427875	CREATE HAPPINESS & COMMUNITY	
<b>Registration Number:</b>	4665598	LIFETIME DEPOSITS	
<b>Registration Number:</b>	4424323	THIS IS YOUR PLANET	
<b>Registration Number:</b>	4431283	MAKE TOMORROW TODAY	
<b>Registration Number:</b>	4876738	LOVE LEAD CREATE EMBRACE DO	
<b>Registration Number:</b>	5404210	A WORLD OF GOOD	
<b>Registration Number:</b>	5343848	G FOR GOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>Email:</b>	devin.rodriques@clarivate.com		

OP \$340.00 4287487

**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:** /Devin Rodrigues/

**DATE SIGNED:** 02/07/2019

**Total Attachments: 7**

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## TRADEMARK COLLATERAL AGREEMENT

This 15th day of November, 2018, G ADVENTURES INC., a corporation existing under the laws of the Province of Ontario, Canada ("*Debtor*") with its principal place of business and mailing address at 19 Charlotte Street, Toronto, Ontario, Canada M5V 2H5, 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 NATIONAL BANK OF CANADA, a Canadian bank ("*NBC*"), with its mailing address at 500 Place d'Armes, 26th Floor, Montreal, Quebec, Canada H2Y 2W3, Attention: Syndication, acting as administrative agent hereunder for the Lender Parties as defined in the Security Agreement referred to below, and its successors and assigns (NBC acting as such administrative agent and any successors or assigns to NBC acting in such capacity being hereinafter referred to as the "*Agent*"), and grants to the Agent for the benefit of the Lender Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under 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 Obligations of Debtor and its affiliates as set out in that certain General Security Agreement dated as of July 15, 2015 between 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 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 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 New York 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.

[SIGNATURE PAGE TO FOLLOW]

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

G ADVENTURES INC.

By 

Name Bruce Foon Tse

Title Director

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

NATIONAL BANK OF CANADA, 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.

G ADVENTURES INC.

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

NATIONAL BANK OF CANADA, as Agent

By  \_\_\_\_\_  
Name Raphael Perreault      David Sellitto  
Title Director                      Director

[Signature Page to Trademark Collateral Agreement]

**SCHEDULE A**

**TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK	STATUS	APPLICATION/ REGISTRATION No.	STATUS
Wanderers in Residence	Registered February 12, 2013	85/234,200 4287487	Registered Declaration due February 12, 2018 Due for renewal February 12, 2023
Local Living	Registered October 29, 2013	85/775,806 4424322	Registered Declaration due October 29, 2018 Due for renewal October 29, 2023
We Love Changing People's Lives	Registered October 29, 2013	85/753,899 4424272	Registered Declaration due October 29, 2018 Due for renewal October 28, 2023
Lead With Service	Registered October 29, 2013	85/754,093 4424273	Registered Declaration due October 29, 2018 Due for renewal October 29, 2023
Do the right Thing	Registered October 29, 2013	85/754,115 4424274	Registered Declaration due October 29, 2018 Due for renewal October 29, 2023
Embrace the Bizarre	Registered October 29, 2013	85/754,152 4424275	Registered Declaration due October 29, 2018 Due for renewal October 29, 2023
Create Happiness & Community	Registered November 5, 2013	85/754,165 4427875	Filed October 15, 2012 Declaration due November 5, 2018 Due for renewal November 5, 2023

Lifetime Deposits	Registered January 6, 2015	86/001,138 4665598	Registered Declaration due January 6, 2020 Due for renewal January 6, 2025
THIS IS YOUR PLANET	Registered October 29, 2013	85/775,817 4424323	Registered Declaration due October 29, 2018 Due for renewal October 29, 2023
MAKE TOMORROW TODAY	Registered November 12, 2013	85/783,028 4431283	Registered Declaration due November 12, 2018 Due for renewal November 12, 2023
LOVE LEAD CREATE EMBRACE DO	Registered December 29, 2015	86/381,363 4,876,738	Registered Declaration due December 29, 2020 Due for renewal December 29, 2025
A WORLD OF GOOD	Registered February 20, 2018	86/968,135 5,404,210	Registered Declaration due February 20, 2024 Due for renewal February 20, 2028
G FOR GOOD	Registered November 28, 2017	86/968,542 5,343,848	Registered Declaration due November 28, 2022 Due for renewal November 28, 2027