

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520154

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baffin Limited		04/19/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	199 Bay Street		
Internal Address:	4th Fl., Commerce Ct. W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	2195088	BAFFIN	
Registration Number:	3194855	BAFFIN	
Registration Number:	4473422	BAFFIN POLAR PROVEN	
Registration Number:	3966566	POLAR PROVEN	
Registration Number:	5005764	ENGINEERED IN CANADA TESTED WORLDWIDE	
Registration Number:	4286479	FOOTWEAR WITH A CONSCIENCE	
Serial Number:	87661394	ICEBITE	
Registration Number:	2953402	SNO DOGS	
Registration Number:	4444127	PUR	
Registration Number:	4444126	PUR FOOTWEAR WITH A CONSCIENCE	
Registration Number:	4748296	HEX-FLEX	
Registration Number:	4978264	PACKABLES	
Registration Number:	4615919	BAFFIN HEX-FLEX	
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:	devin.rodriques@clarivate.com		

OP \$340.00 2195088

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: 04/22/2019

Total Attachments: 8

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Baffin Limited

- Individual(s)
- Partnership
- Corporation- State: Ontario, Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 19, 2019

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Canadian Imperial Bank of Commerce, as Agent

Street Address: 199 Bay Street, 4th Fl., Commerce Ct. W

City: Toronto

State: Ontario

Country: Canada Zip: M5L 1A2

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship CANADA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A

B. Trademark Registration No.(s)

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Gregory T. Pealer

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-2955

Docket Number: _____

Email Address: pealer@chapman.com

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: , for Chapman and Cutler LLP

April 22, 2019

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

8

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**ABL GRANT OF
SECURITY INTEREST IN TRADEMARK**

THIS ABL GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of April 19, 2019 (this “*Agreement*”), is made by Baffin Limited, a corporation existing under the laws of Ontario (the “*Grantor*”), in favor of Canadian Imperial Bank of Commerce (“*CIBC*”), as administrative agent and collateral agent (in such capacities, together with any successor agent appointed pursuant to the Credit Agreement, the “*Administrative Agent*”) for the several banks and other financial institutions (the “*Lenders*”) from time to time party to the Credit Agreement, dated as of June 3, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Credit Agreement*”), among Canada Goose Inc., a corporation existing under the laws of Ontario (together with its successors, by amalgamation or otherwise, and permitted assigns, “*CGI Borrower*”), the Swiss Borrower (as defined therein) (together with CGI Borrower, collectively, the “*Borrowers*”), the Lenders from time to time party thereto, and CIBC, as the Administrative Agent, the Swingline Lender and the Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans, and the Letter of Credit Issuer has agreed to issue Letters of Credit, to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of CGI Borrower that become a party thereto, have executed and delivered the Security Agreement, dated as of June 3, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “*Security Agreement*”);

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans, to induce the Letter of Credit Issuer to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Bank Product Agreements with Holdings, CGI Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. *Grant of Security Interest.* Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “*Collateral*”), to the Administrative Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligation; *provided* that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. *Purpose.* This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. *Termination or Release.* Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 7.4 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower Representative and the Administrative Agent.

7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BAFFIN LIMITED, as Grantor



By: _____

Name: Jonathan Sinclair

Title: President

By: _____

Name: David Forrest

Title: Secretary

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK

REEL: 006625 FRAME: 0053

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BAFFIN LIMITED, as Grantor

By: _____

Name: Jonathan Sinclair

Title: President

By:  _____

Name: David Forrest

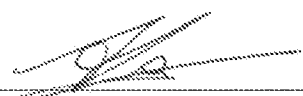

Title: Secretary

[Signature Page to Grant of Security Interest in Trademarks]

TRADEMARK

REEL: 006625 FRAME: 0054

CANADIAN IMPERIAL BANK OF COMMERCE,
as the Administrative Agent



By:  
Name: Anthony Tsuen Geoff Golding
Title: Authorized Signatory Authorized Signatory

Signature Page to Grant of Security Interest in Trademark

TRADEMARK
REEL: 006625 FRAME: 0055

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Jurisdiction	Filing Date & Application No.	Registration Date	Registration No.	Description	Owner	Status
BAFFIN	United States	12-May-97 #75/290293	13-Oct-98	2,195,088	BAFFIN wordmark is used universally on all footwear and clothing products of Baffin Limited, on hangtags and packaging therefor, on the company's website and in all promotional materials and advertising materials for these products.	Baffin Limited	Registered
 BAFFIN	United States	22-Jul-03 #78/277,456	2-Jan-07	3,194,855	BAFFIN & Maple Leaf Logo is used universally on all footwear and clothing products of Baffin Limited, on hangtags and packaging therefor, on the company's website and in all promotional materials and advertising materials for these products.	Baffin Limited	Registered
 BAFFIN	United States	1-Aug-12 #85/692,568	28-Jan-14	4,473,422	This logo mark is used on all Baffin Limited footwear having a removable liner and on	Baffin Limited	Registered

Trademark	Jurisdiction	Filing Date & Application No.	Registration Date	Registration No.	Description	Owner	Status
					apparel products.		
POLAR PROVEN	United States	24-Apr-07 #77/164,328	24-May-11	3966566	This word mark is used on all Baffin Limited footwear having a removable liner and on apparel products.	Baffin Limited	Registered
ENGINEERED IN CANADA TESTED WORLDWIDE	United States	3-Oct-14 #86/414,428	26-Jul-16	5005764	This word mark is used on all product hangtags and in wholesale catalogues.	Baffin Limited	Registered
FOOTWEAR WITH A CONSCIENCE	United States	16-Sep-10 #85/131,415	5-Feb-13	4,286,479		Baffin Limited	
ICEBITE	United States	26-Oct-17 #87/661,394	Pending	Pending	This word mark is used on all product hangtags and in wholesale catalogues.	Baffin Limited	Pending
SNO DOGS	United States	29-Apr-03 #78/243,295	17-May-05	2,953,402		Baffin Limited	Registered
PUR	United States	16-Sep-10 #85/131,425	3-Dec-13	4,444,127		Baffin Limited	Registered
	United States	16-Sep-10 #85/131,400	3-Dec-13	4,444,126		Baffin Limited	Registered
HEX-FLEX	United States	4-Jun-12 #85/641,936	2-Jun-15	4,748,296		Baffin Limited	Registered
	United States	27-Jul-12 #85/689,116	14-Jun-16	4,978,264		Baffin Limited	Registered
	United States	7-May-13 #85/925,344	7-Oct-14	4,615,919		Baffin Limited	Registered