

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM568811

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PALLISER FURNITURE UPHOLSTERY HOLDINGS LTD.		10/31/2019	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CANADIAN IMPERIAL BANK OF COMMERCE		
<b>Street Address:</b>	199 Bay Street, 44th Floor		
<b>Internal Address:</b>	Stn Commerce Ct		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2185682	GREAT ROOMS BY PALLISER	
<b>Registration Number:</b>	2212033	KIIRA DESIGNS	
<b>Registration Number:</b>	1235731	P	
<b>Registration Number:</b>	1235732	PALLISER	
<b>Registration Number:</b>	3105478	EQ3	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5142865474		
<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>Phone:</b>	4162162459		
<b>Email:</b>	melissa.rye@nortonrosefulbright.com		
<b>Correspondent Name:</b>	NORTON ROSE FULBRIGHT CANADA LLP		
<b>Address Line 1:</b>	2500-1 Place Ville-Marie		
<b>Address Line 4:</b>	Montréal, CANADA H3B 1R1		
<b>NAME OF SUBMITTER:</b>	Jean Lee		
<b>SIGNATURE:</b>	/Jean Lee/		
<b>DATE SIGNED:</b>	03/25/2020		

OP \$140.00 2185682

**Total Attachments: 8**

source=Canadian IP Security Agreement (PFUHL)#page1.tif

source=Canadian IP Security Agreement (PFUHL)#page2.tif

source=Canadian IP Security Agreement (PFUHL)#page3.tif

source=Canadian IP Security Agreement (PFUHL)#page4.tif

source=Canadian IP Security Agreement (PFUHL)#page5.tif

source=Canadian IP Security Agreement (PFUHL)#page6.tif

source=Canadian IP Security Agreement (PFUHL)#page7.tif

source=Canadian IP Security Agreement (PFUHL)#page8.tif

**INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of October 31, 2019, is made by PALLISER FURNITURE UPHOLSTERY HOLDINGS LTD. (the **Grantor**) in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the **Secured Party**).

**WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of:

- (i) the Canadian trademarks listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**);
- (ii) the Canadian copyright listed in Schedule "B" hereto (the **Canadian Copyright**);
- (iii) the Canadian patent listed in Schedule "C" hereto (the **Canadian Patent**);
- (iv) the United States trademarks and patent listed in Schedule "D" hereto (collectively, the **US IP** and collectively with the Canadian Trademarks, Canadian Copyright and Canadian Patent, the **Intellectual Property**);

**WHEREAS** the Secured Party and the Grantor have entered into that certain general security agreement dated as of the date hereof as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Document**), pursuant to which the Grantor granted to the Secured Party a security interest in and to, among other things, the Intellectual Property;

**WHEREAS** the Grantor and the Secured Party have perfected the Security Document in the Intellectual Property in accordance with applicable law, including the laws of the Province of Manitoba; and

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Document and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Document and that, pursuant to the Security Document, the Grantor has granted to and in favour of the Secured Party a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Intellectual Property are more fully set forth in the Security Document and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Document, the terms of the Security Document shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Trademarks.

4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US IP.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Manitoba and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

PALLISER FURNITURE UPHOLSTERY  
HOLDINGS LTD.,  
as Grantor

By: 

Name: *Darren Stevenson*

Title: *Treasurer*


[Signatures continue on next page]


---

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

TRADEMARK  
REEL: 006899 FRAME: 0678

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Secured Party

By:   
Name: Geoff Golding  
Title: Authorized Signatory

By:   
Name: Richard Choi  
Title: Authorized Signatory

---

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006899 FRAME: 0679**

**SCHEDULE "A"**

**CANADIAN TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
KIIRA DESIGNS	TMA490596	February 26, 1998
PALLISER & Design	TMA301692	April 12, 1985
PALLISER rooms	TMA603480	February 27, 2004
EQ3	TMA601590	February 6, 2004
GREAT ROOMS BY PALLISER	TMA538828	December 18, 2000
HORIZONS BY PALLISER & DESIGN	TMA503957	November 12, 1998
ROOMS TO GO	TMA442102	April 21, 1995
PALLISEAL	TMA366514	March 9, 1990
PALLISER	TMA294733	September 7, 1984
P DESIGN	TMA271804	September 13, 1982

**SCHEDULE "B"**

**CANADIAN COPYRIGHT**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
WWW.PALLISER.COM WEBSITE	474115	December 4, 1998



**SCHEDULE "C"**  
**CANADIAN PATENT**

<b>Title</b>	<b>Registration Number</b>	<b>Registration Date</b>
Seating Systems	3040212	N/A – Application

**SCHEDULE "D"**

**US TRADEMARKS**

<b>Trademark</b>	<b>Registration Number</b>	<b>Registration Date</b>
GREAT ROOMS BY PALLISER	2185682	September 1, 1998
KIIRA DESIGNS	2212033	December 22, 1998
P	1235731	April 26, 1983
PALLISER	1235732	April 26, 1983
EQ3	3105478	June 20, 2006

**US PATENT**

<b>Serial Number</b>	<b>Title</b>	<b>Status</b>
US 62/833,349	Seating Systems	Application