

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM591317

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mountain Equipment Co-operative		07/31/2020	Cooperative Association: CANADA
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada		
Street Address:	200 Bay Street		
Internal Address:	12th Floor, South Tower, Royal Bank Plaza		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2W7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5881866	CROSS WIND	
Registration Number:	5084521	SERRATUS	
Registration Number:	5583161	WE ARE ALL OUTSIDERS	
Registration Number:	5111827	MEC	
Registration Number:	5003570	UPLINK	
Registration Number:	4527705	AQUANATOR	
Registration Number:	1814839	MOUNTAIN EQUIPMENT CO-OP	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	Fibbe Lightner LLP		
Address Line 1:	3733-1 Westheimer Road, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
NAME OF SUBMITTER:	A. Reagan Fibbe		
SIGNATURE:	/A. Reagan Fibbe/		

OP \$190.00 5881866

DATE SIGNED:	08/11/2020
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Total Attachments: 5

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GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

July 31, 2020

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Mountain Equipment Co-operative, a cooperative association duly incorporated under the laws of the Province of British Columbia ("Grantor"), having its principal office at 1077 Great Northern Way, Vancouver, British Columbia V5T 1E1, hereby unconditionally grants, assigns, and pledges to Royal Bank of Canada, a Canadian chartered bank with an address at 12th Floor, South Tower, Royal Bank Plaza, 200 Bay Street, Toronto, Ontario M5J 2W7, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and assigns, if any, in such capacity, "Grantee"), for the benefit of the Credit Parties (as defined in the Credit Agreement), a continuing lien and security interest in Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (collectively, the "Collateral"): (a) all the United States trademarks, and applications and registrations therefor, including, without limitation, those registrations and applications therefor set forth in Schedule A attached hereto (collectively, the "Marks", and each, a "Mark"), (b) all proceeds and products of each Mark, (c) the goodwill of the businesses with which any Mark is associated, (d) all amendments, renewals and extensions of any of the Marks, (e) all causes of action or claims for damages arising prior to or after the date hereof for infringement of any Mark or unfair competition regarding the same and (f) in each case of clauses (a) through (e) above, all of Grantor's rights corresponding thereto throughout the world. Notwithstanding the foregoing, the Collateral shall not include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office and that would otherwise be deemed invalidated, cancelled or abandoned due to the grant of a security interest thereon (provided that each intent-to-use application shall be considered Collateral immediately and automatically upon such filing and acceptance). Grantor shall promptly notify Grantee when an amendment to an intent-to-use United States trademark application alleging use or statement of use has been filed and accepted by the United States Patent and Trademark Office.

This Grant is made to secure the satisfactory performance and payment of the Obligations, as such term is defined in that certain credit agreement dated August 3, 2017, as amended by a first amendment dated January 31, 2020, a second amendment dated June 18, 2020 and a third amendment dated on or about the date hereof (as further amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Grantor, as borrower, 1314625 Ontario Limited (the "Guarantor"), as guarantor, the financial institutions party thereto as lenders and the Grantee. Upon termination of the Credit Agreement, Grantee, for and on behalf of the Credit Parties, shall execute, acknowledge and deliver to Grantor, upon Grantor's request and at Grantor's expense, an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in connection with the security interest granted to Grantee, for the benefit of the Credit Parties, under that certain general security agreement dated as of August 3, 2017 by Grantor and Guarantor in favor of Grantee (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"). The rights and remedies of Grantee and the other Credit Parties with respect to the security interest granted herein are as set forth in the Security

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

Grantor hereby confirms that Schedule A attached hereto identifies all of Grantor's United States trademarks, and applications and registrations therefor, as of the date hereof.

Grantor hereby authorizes Grantee to (a) modify this Grant unilaterally by amending Schedule A attached hereto to include any United States trademarks, and applications and registrations therefor, that Grantor obtains subsequent to the date of this Grant and (b) file a duplicate of this Grant containing an amended Schedule A reflecting such new United States trademarks, and applications and registrations therefor. Except as otherwise set forth in the immediately preceding sentence, any amendment hereto shall be in writing and signed by Grantor and Grantee.

Grantor hereby authorizes the Commissioner for Trademarks and any other government officials to record and register this Grant, and any amendments or modifications hereto and duplicate filings hereof, upon request by Grantee.

This Grant and any amendments thereto may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one agreement. Delivery of an executed counterpart of a signature page of this Grant by electronic means shall be effective as delivery of an original executed counterpart thereof. The words "execution," "signed," "signature" and words of like import in this Grant shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act.

This Grant is a Loan Document (as defined in the Credit Agreement) and shall be governed by, and construed in accordance with, the laws of the State of New York. Grantor hereby consents to the exclusive jurisdiction and venue of the United States District Court for the Southern District of New York sitting in the Borough of Manhattan (or if such court lacks subject matter jurisdiction, the Supreme Court of the State of New York sitting in the Borough of Manhattan); provided, however, that any suit seeking enforcement against any collateral or other property may be brought, at Grantee's option, in the courts of any jurisdiction where Grantee elects to bring such action or where such collateral or other property may be found. Each of Grantor and, by its acceptance hereof, Grantee irrevocably waives, to the fullest extent permitted by applicable law, (a) any right it may have to a trial by jury in any legal proceeding arising out of or relating to this Grant or the transactions contemplated hereby (whether based on contract, tort or any other theory) and (b) any objection that it may now or hereafter have to the laying of venue of any such legal proceeding in the federal or state courts located in the City of New York, Borough of Manhattan.

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IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

MOUNTAIN EQUIPMENT CO-OPERATIVE

By: Joanna Ban
Name: Joanna Ban
Title: CFO

GRANTEE:

ROYAL BANK OF CANADA, as Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has executed this Grant as of the date set forth above.

GRANTOR:

MOUNTAIN EQUIPMENT CO-OPERATIVE

By: _____

Name: _____

Title: _____

GRANTEE:

ROYAL BANK OF CANADA, as Agent

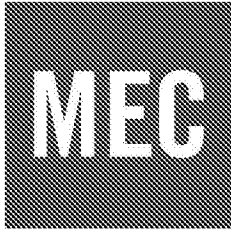

By:  _____

Name: _____

Title: _____

Jason Zomok
Director, Central Region, Special Loans
RBC Royal Bank

SCHEDULE A

Trademark	Status	Application Number	Owner Name
CROSS WIND	Registered	App 86947374 Reg 5881866	MOUNTAIN EQUIPMENT CO-OPERATIVE
SERRATUS	Registered	App 85924023 Reg 5084521	MOUNTAIN EQUIPMENT CO-OPERATIVE
WE ARE ALL OUTSIDERS	Registered	App 85917826 Reg 5583161	MOUNTAIN EQUIPMENT CO-OPERATIVE
MEC and Design 	Registered	App 85917842 Reg 5111827	MOUNTAIN EQUIPMENT CO-OPERATIVE
UPLINK	Registered	App 85620280 Reg 5003570	MOUNTAIN EQUIPMENT CO-OPERATIVE
AQUANATOR	Registered	App 85620720 Reg 4527705	MOUNTAIN EQUIPMENT CO-OPERATIVE
MOUNTAIN EQUIPMENT CO-OP and Design 	Registered	App 74189840 Reg 1814839	MOUNTAIN EQUIPMENT CO-OPERATIVE