

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM592106

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
1254429 B.C. UNLIMITED LIABILITY COMPANY		07/17/2020	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Canadian Imperial Bank of Commerce, as Agent
Street Address:	199 Bay Street
Internal Address:	4th Floor
City:	
State/Country:	CANADA
Postal Code:	M5L 1A2
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Serial Number:	86151614	WHITE BY LOLĚ
Registration Number:	5397260	
Registration Number:	5397256	PARADOX
Registration Number:	5397120	LOLĚ
Registration Number:	4732214	LOLĚ WHITE TOUR
Registration Number:	4626409	WHITE YOGA SESSION
Registration Number:	5091359	
Registration Number:	4093032	L
Registration Number:	4141018	LOLEPOP
Registration Number:	3617667	
Registration Number:	3208486	LOLĚ
Registration Number:	3128754	PARADOX
Registration Number:	3058662	LOLĚ
Registration Number:	2857198	FLOSPORT

CORRESPONDENCE DATA

Fax Number: 4168680673

TRADEMARK

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.

Phone: 4166017765
Email: bbell@mccarthy.ca
Correspondent Name: Bethanne Bell, McCarthy
Address Line 1: Suite 5300, TD Bank Tower
Address Line 2: Box 48, 66 Wellington Street West
Address Line 4: Toronto, Ontario, CANADA M5K 1E6

NAME OF SUBMITTER:	Bethanne Bell
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SIGNATURE:	/Bethanne Bell/
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DATE SIGNED:	08/14/2020
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Total Attachments: 8

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TRADEMARK SECURITY AGREEMENT

Dated as of July 17, 2020

WHEREAS, 1254429 B.C. Unlimited Liability Company, a Canada corporation (the "Pledgor"), now owns or holds and may hereafter adopt, acquire or hold Trademarks (defined as all of the following: all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source of business identifiers and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof or similar property rights, and all applications filed in connection therewith, including, without limitation:

(i) registrations, recordings and applications in the United States Patent and Trademark Office (the "USPTO") or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and all reissues, extensions or renewals thereof, including, without limitation, the Trademarks listed on Schedule A annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

(ii) registrations, recordings and applications in the Canadian Intellectual Property Office (the "CIPO") or in any similar office or agency of Canada, and all reissues, extensions or renewals thereof, including, without limitation, the Trademarks listed on Schedule B annexed hereto, as such Schedule may be amended from time to time by the addition of Trademarks subsequently registered or otherwise adopted or acquired; and

WHEREAS, pursuant to that certain Credit Agreement dated June 29, 2020 (as the same may be amended, supplemented or otherwise modified, renewed or replaced from time to time, the "Deeds") by and among the Pledgor, Lolë Brand USA LLC, Lolë Brands LLC, the lenders from time to time party thereto (the "Lenders") and Canadian Imperial Bank of Commerce, as agent for the Lenders (in such capacity, the "Agent"), the Lenders have agreed to provide certain financial accommodations to the Pledgor. Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement; and

WHEREAS, in order to secure the obligations and liabilities of the Pledgor under the Credit Agreement, pursuant to that certain Deed of Hypothec, General Security Agreement and Security Agreement (collectively, the "Security Agreements" together with the Credit Agreement, the "Credit Documents"), the Pledgor has granted to the Agent, for the benefit of itself and the Lenders, a security interest in and to all personal property of the Pledgor including, without limitation, all right, title and interest of the Pledgor in, to and under all of the Pledgor's Trademarks and Trademark licenses, whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor, together with the goodwill of the business connected with, and symbolized by, the Trademarks and all products and proceeds thereof and all income therefrom, including, without limitation, any and all causes of action which exist now or may exist in the future by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment and performance of the Obligations; and

WHEREAS, the Agent and the Pledgor by this instrument seek to confirm and make a record of the grant of a security interest in the Trademarks and the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor does hereby grant to the Agent, for the benefit of itself and the Lenders, as security for the Obligations, a continuing security interest in all of the Pledgor's right, title and interest in, to and under the following (all of the following items (i) through (iii) or types of property being collectively referred to herein as the "Trademark Collateral"), whether now owned, presently existing or hereafter arising, adopted or acquired and whether or not in possession of the Pledgor:

- (i) each Trademark and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark referred to in Schedule A and Schedule B annexed hereto;
- (ii) each Trademark license, to the extent such Trademark license does not prohibit the licensee from assigning or granting a security interest in its rights thereunder; and
- (iii) all products and proceeds of, and income from, any of the foregoing, including, without limitation, any claim by the Pledgor against third parties for the past, present or future infringement or dilution of any Trademark or any Trademark licensed under any Trademark license, or for injury to the goodwill associated with any Trademark.

This security interest is granted in conjunction with the security interests granted to the Agent, for the benefit of itself and the Lenders, pursuant to the Security Agreements. The Pledgor does hereby acknowledge and affirm the representations, warranties and covenants of the Pledgor in the Credit Documents with respect to the Trademark Collateral. The Pledgor and the Agent do hereby further acknowledge and affirm that the rights and remedies of the Agent, for the benefit of itself and the Lenders, with respect to the security interest made and granted hereby are subject to, and more fully set forth in, the Credit Documents, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Trademark Security Agreement is executed and delivered by the Pledgor for the purpose of registering the security interest of the Agent, for the benefit of the Lenders, in the Trademark Collateral with the USPTO or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision of any thereof, and with the CIPO or in any similar office or agency of Canada, any province or territory thereof or any other country or any political subdivision of any thereof.

The Pledgor and the Agent 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 Trademarks referred to in Schedule A.

The Pledgor and the Agent 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 referred to in Schedule B.

At such time as the Credit Documents have been terminated and all Obligations have been indefeasibly paid in full and performed, the Agent, on behalf of itself and the Lenders, shall promptly execute and deliver to the Pledgor, at the Pledgor's request and expense, without representation, warranty or recourse, all releases and reassignments, termination statements and other instruments as may be necessary or proper to terminate the security interest of the Agent, for the benefit of itself and the Lenders, in the Trademark Collateral, subject to any disposition thereof which may have been made by the Agent pursuant to the terms hereof or of the Credit Documents.

THIS TRADEMARK SECURITY AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH, AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

This Agreement, and any modifications or amendments hereto may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original for all purposes, but all such counterparts taken together shall constitute but one and the same instrument.


If any conflict or inconsistency exists between this Agreement or the Credit Documents, the Credit Documents shall govern.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

PLEDGOR:

1254429 B.C. UNLIMITED LIABILITY COMPANY

By 
Name: TODD STEPIEN
Title: CEO

ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By _____
Name:
Title:

By _____
Name:
Title:

SIGNATURE PAGE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 007022 FRAME: 0781

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be duly executed as of the date first set forth above.


PLEDGOR:

1254429 B.C. UNLIMITED LIABILITY COMPANY

By _____
Name:
Title:

ACCEPTED:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent

By  _____
Name: Brian Chisholm
Title: Authorized Signatory

By  _____
Name: Steven Filippi
Title: Authorized Signatory

Schedule A
to Trademark Security Agreement

TRADEMARKS (UNITED STATES)

<u>Former Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Filing Date or Date of Registration</u>	<u>Trademark</u>
Coalision Inc.	78256519	3053017	01/31/2006	COALISION
Coalision Inc.	78926810	3617667	05/05/2009	DOVE DESIGN
Coalision Inc.	78926789	3730147	12/22/2009	FLO
Coalision Inc.	76285282	2857198	06/29/2004	FLOSPORT
Coalision Inc.	78256513	3058662	02/14/2006	LOLË
Coalision Inc.	78856195	3208486	02/13/2007	LOLË
Coalision Inc.	85164119	4141018	05/15/2012	LOLEPOP
Coalision Inc.	86003381	4732214	07/05/2013	LOLË WHITE TOUR
Coalision Inc.	85575076	5091359	03/20/2012	MOUNTAIN DESIGN
Coalision Inc.	78509430	3128754	08/15/2006	PARADOX
Coalision Inc.	85164074	4093032	01/31/2012	L
Coalision Inc.	85705693	4626409	08/16/2012	WHITE YOGA SESSION
Coalision Inc.	74082692	1756156	03/02/1993	PARADOX
Coalision Inc.	86/151,614		12/23/2013	WHITE BY LOLË
Coalision Inc.	87105777	5397260		MOUNTAIN DESIGN
Coalision Inc.	87030476	5397120		LOLË
Coalision Inc.	87101629	5397256		PARADOX

Schedule B
to Trademark Security Agreement

TRADEMARKS (CANADA)

Former Owner	Application No.	Registration No.	Filing Date or Date of Registration	Trademark
Coalision Inc.	1180921	TMA615345		"Lo" (Design)
Coalision Inc.	1497883	TMA814602		"Lolë pop" (Design)
Coalision Inc.	1118095	TMA605389		"Lolë" (Design)
Coalision Inc.	1307777	TMA695076		[DOVE] (Design)
Coalision Inc.	1143923	TMA610554		[GEOMETRIC FIGURE] (Design)
Coalision Inc.	1500340	TMA836912		[STYLIZED "L"] (Design)
Coalision Inc.	1568598	TMA914192		[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO
Coalision Inc.	1791171			[STYLIZED MOUNTAIN] (Design) / PARADOX LOGO
Coalision Inc.	1152857	TMA606522		COALISION
Coalision Inc.	1688244	LMC955180		ELVA
Coalision Inc.	1694666	TMA956798		ELVA & "V" (Design)
Coalision Inc.	1040759	TMA586781		FLOSPORT
Coalision Inc.	1141965	TMA593959		LAIKUS

Coalision Inc.	1476318	TMA828306	LIVE OUT LOUD EVERYDAY
Coalision Inc.	1071609	TMA610336	LOLË
Coalision Inc.	1782062		LOLË
Coalision Inc.	1633114	TMA944375	LOLË WHITE TOUR
Coalision Inc.	1698769	TMA919130	LOLËWOMEN
Coalision Inc.	1560208	TMA895086	MERINO BLEND BY/PAR PARADOX
Coalision Inc.	1215366	TMA645514	PARADOX
Coalision Inc.	1791174		PARADOX
Coalision Inc.	1632662		WHITE BY LOLË
Coalision Inc.	1589458	TMA882741	WHITE YOGA SESSION