

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM601570

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canada Goose Inc.		10/07/2020	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent		
Street Address:	Eleven Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	bank organized and existing under the laws of Switzerland: NEW YORK		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5911700	ARCTIC PROGRAM	
Registration Number:	5980490	CANADA GOOSE ADVENTURE TOURS	
Registration Number:	5598284	STRATI-FORMA	
Registration Number:	6042908	WINDBRIDGE	
CORRESPONDENCE DATA			
Fax Number:	2138918763		
<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:	rhonda.deleon@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	355 South Grand Avenue		
Address Line 4:	Los Angeles, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	030786-9210		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	10/07/2020		
Total Attachments: 5			
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**GRANT OF
SECURITY INTEREST IN TRADEMARK**

THIS GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of October 7, 2020 (this "Agreement"), is made by Canada Goose Inc., a corporation existing under the laws of Ontario ("Goose") and Baffin Limited, a corporation existing under the laws of Ontario ("Baffin"; each of Goose and Baffin a "Grantor" and, collectively, the "Grantors"), in favor of Credit Suisse AG, Cayman Islands Branch ("Credit Suisse"), as collateral agent (in such capacity, together with any successor agent appointed pursuant to the Credit Agreement, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of December 2, 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, the "Borrower"), the Lenders from time to time party thereto, and the Collateral Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Security Agreement, dated as of December 2, 2016, in favor of the Collateral 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, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral 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 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, the Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Collateral 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, each 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 such 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 Collateral Agent for the benefit of the

Secured Parties as collateral security for payment and performance when due of the Obligations;*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 each 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 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such 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.* Each 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.

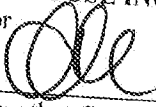
6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A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

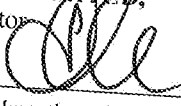
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first written above.

CANADA GOOSE INC.,
as Grantor

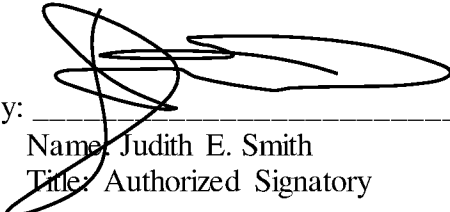
By: 
Name: Jonathan Stuart Sinclair
Title: Chief Financial Officer


BAFFIN LIMITED,
as Grantor

By: 
Name: Jonathan Stuart Sinclair
Title: President

[Signature Page to Supplement to Grant of Security Interest in Trademarks]

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as the Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Canada Goose Inc.	5911700	19-NOV-2019	ARCTIC PROGRAM
Canada Goose Inc.	5980490	11-FEB-2020	CANADA GOOSE ADVENTURE TOURS
Canada Goose Inc.	5598284	6-NOV-2018	STRATI-FORMA
Canada Goose Inc.	6042908	28-APR-2020	WINDBRIDGE

Applications

OWNER	APPLICATION NUMBER	FILING DATE	TRADEMARK
Baffin Limited	87666681	31-OCT-2017	BORN IN THE NORTH. 1979