

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM601707

<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>
THE ALDO GROUP INC.		09/24/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	National Bank of Canada		
<b>Street Address:</b>	1155 Metcalfe Street		
<b>Internal Address:</b>	23rd Floor		
<b>City:</b>	Montreal		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3B4S9		
<b>Entity Type:</b>	Unknown: CANADA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2826815	ALDO ACCESSORIES	
<b>Registration Number:</b>	2833534		
<b>Registration Number:</b>	3137533	PEGABO	
<b>Registration Number:</b>	2508521	WWW.ALDOSHOES.COM	
<b>Registration Number:</b>	2445364	ALDO SHOES	
<b>Registration Number:</b>	2826814	ALDO	
<b>Registration Number:</b>	4258094	CALL IT SPRING	
<b>Registration Number:</b>	1967137	PEGABO	
<b>Registration Number:</b>	5688444	ALDOLINI	
<b>Registration Number:</b>	4619381		
<b>Registration Number:</b>	4623604		
<b>Registration Number:</b>	4633989	JADA BRAVE	
<b>Serial Number:</b>	86273538	FIX MY MIX	
<b>Registration Number:</b>	4941941	PARKER & SKY	
<b>Registration Number:</b>	4702853	PERFECT PAIR	
<b>Registration Number:</b>	5171914	A +	
<b>Registration Number:</b>	4922706	CALL IT SPRING	
<b>Registration Number:</b>	5079169	CALL IT SPRING	

CH \$715.00 2826815

Property Type	Number	Word Mark
Registration Number:	4926599	CALL IT SPRING
Registration Number:	4919635	A +
Serial Number:	87051405	GLOBO
Registration Number:	5999486	S
Serial Number:	88478450	STONERIDGE
Serial Number:	88478481	STONERIDGE
Serial Number:	88478505	STONERIDGE
Registration Number:	4486882	MR. B'S GENTLEMEN'S BOUTIQUE
Serial Number:	88780639	MR.B'S
Serial Number:	88806314	MR. B'S

**CORRESPONDENCE DATA**

Fax Number: 3128622200

*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: 3128623837

Email: raza.siddiqui@kirkland.com

Correspondent Name: Raza Siddiqui, Senior Paralegal

Address Line 1: 300 N. LaSalle

Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48998-1
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	10/07/2020

**Total Attachments: 6**

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page1.tif

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page2.tif

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page3.tif

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page4.tif

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page5.tif

source=MTL\_DOCUMENTS-\_3327340-v3-Bravo\_-\_Trademark\_Security\_Agreement.DOCX#page6.tif

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of September 24, 2020, between the signatory hereto (the "Grantor") in favor of National Bank of Canada, as administrative agent and collateral agent for and on behalf of the Lenders (as defined below) (the "Agent").

WHEREAS, pursuant to that certain DIP Financing Term Sheet, dated May 7, 2020, by and among the Grantor, Agent (together with any institution party thereto from time to time as a lender as successor or assignee thereof, collectively, the "Lenders", and each, individually, a "Lender"), in its capacity as Lender and Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "DIP Term Sheet"), Lender has agreed to provide financing to the Grantor from time to time during the pendency of the Grantor's proceedings under the Companies' Creditors Arrangement Act (Canada) (the "CCAA") commenced before the Superior Court of Quebec (the "Court"), pursuant to the terms and conditions thereof;

WHEREAS, the execution, delivery and performance of this Agreement has been authorized pursuant to the Amended and Restated Initial Order of the Court pursuant to the CCAA, dated May 15, 2020 (the "Amended Initial Order");

WHEREAS, Agent has agreed to act as agent for the benefit of the Lenders in connection with the transactions contemplated by the DIP Term Sheet;

WHEREAS, under the terms of the Amended Initial Order, the Grantor has (i) as security for the obligations, granted to the Agent a security interest in all of such Grantor's right, title and interest in, to and under the Property (as defined in the Amended Initial Order) and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, each of the Grantor and the Agent hereby agree as follows:

**SECTION 1. Grant of Security.** As collateral security for the obligations, the Grantor hereby grants to the Agent a security interest in all of such Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

- (a) (i) All trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office (or any successor office), and all extensions or renewals thereof, including those listed on Schedule 1 hereto, (ii) all goodwill associated therewith or symbolized thereby and (iii) all other assets, rights and interests that uniquely reflect or embody such goodwill, but, for clarity, excluding any intent-to-use trademark application prior to the filing and acceptance

of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant, attachment or enforcement of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use trademark application or any registration issuing therefrom under applicable federal law.

SECTION 2. Recordation. The parties hereto authorize and request that the Commissioner of Patents and Trademarks record this Agreement.

SECTION 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 4. Governing Law. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

*[remainder of page intentionally left blank]*

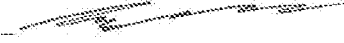
IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**THE ALDO GROUP INC.,**  
as Grantor

By: \_\_\_\_\_ *Geneviève Brouillette* \_\_\_\_\_  
Name: Geneviève Brouillette  
Title: Authorized Signatory

**NATIONAL BANK OF CANADA,**  
as Agent

By:  \_\_\_\_\_  
Name: Bruno Lévesque  
Title: Managing Director

By:  \_\_\_\_\_  
Name: Luc Bernier  
Title: Managing Director

**Schedule 1**  
**Trademarks**

<b>Trademark</b>	<b>Jurisdiction</b>	<b>Status</b>	<b>Grantor</b>	<b>Application/ Registration</b>
ALDO ACCESSORIES Design (Old) CL 3, 9, 14, 16, 18, 21,25, 26 & 35	United States	Registered	Aldo Group Inc./ The Le Groupe Aldo Inc.	2826815
PYRAMID Design CL 18	United States	Registered	Aldo Group Inc./ The Le Groupe Aldo Inc.	2833534
PEGABO (Word) CL 25	United States	Registered	Aldo Group Inc. / The Le Groupe Aldo Inc.	3137533
WWW.ALDOSHOES.COM (word) CL 14, 16, 18, 25, 26, 35 & 42	United States	Cancelled	Aldo Group Inc. / The Le Groupe Aldo Inc.	2508521
ALDO SHOES (word) CL 35	United States	Registered	Aldo Group Inc. / The Le Groupe Aldo Inc.	2445364
ALDO (block letters design) CL 3, 9, 14, 16, 18, 21,25, 26 & 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	2826814
CALL IT SPRING (Word) CL 9, 14, 18, 25, 26, 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4258094
PEGABO (Word) CL 25 (See Note below)	United States	Cancelled	Aldo Group Inc. / The Le Groupe Aldo Inc.	1967137
ALDOLINI CL 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	5,688,444
LEAF Design CL 3, 9, 14, 18, 25, 26	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,619,381
Pyramid Design CL 3, 9, 14, 16, 18, 21,25, 26, 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,623,604
JADA BRAVE (Word) CL 18, 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,633,989
FIX MY MIX (Word) CL 9 & 42	United States	Abandoned	The Aldo Group Inc. / The Le Groupe Aldo Inc.	86273538
PARKER & SKY (Word) CL 18, 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,941,941
PERFECT PAIR (Word) CL 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,702,853
A+ & Diamonds (Logo) CL 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	5171914
CALL IT SPRING (Horizontal Logo) CL 9, 14, 18, 25, 26, 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4922706
CALL IT SPRING (Vertical Logo) CL 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	5,079,169
CALL IT SPRING (Vertical Logo) CL 35	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,926,599

A+ & Diamonds (Logo) CL 18 & 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4919635
GLOBO (Word) CL 35	United States	Abandoned	The Aldo Group Inc. / The Le Groupe Aldo Inc.	87051405
S & Design CL 18 & 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	5,999,486
STONERIDGE (word) CL,18	United States	Pending Intent to Use	The Aldo Group Inc. / The Le Groupe Aldo Inc.	88478450
STONERIDGE (word) CL,25	United States	Pending Intent to Use	The Aldo Group Inc. / The Le Groupe Aldo Inc.	88478481
STONERIDGE (word) CL, 35	United States	Pending Intent to Use	The Aldo Group Inc. / The Le Groupe Aldo Inc.	88478505
Mr. B's GENTLEMEN'S BOUTIQUE & DESIGN CL 9, 18 & 25	United States	Registered	The Aldo Group Inc. / The Le Groupe Aldo Inc.	4,486,882
MR.B's (word) CL 9,18, 25	United States	Filed	The Aldo Group Inc. / The Le Groupe Aldo Inc.	88780639
MR.B's (word) CL 9, 18, 25	Canada	Filed	The Aldo Group Inc. / The Le Groupe Aldo Inc.	2009272
MR.B's (word) CL 18 (backpacks & wallets)	Canada	Filed	The Aldo Group Inc. / The Le Groupe Aldo Inc.	2013179
MR.B's (word) CL 18 (backpacks & wallets)	United States	Filed	The Aldo Group Inc. / The Le Groupe Aldo Inc.	88/806,314