

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM608887

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEC Canada		10/30/2020	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	125 High Street		
Internal Address:	11th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02110		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	5003570	UPLINK	
Registration Number:	4527705	AQUANATOR	
Registration Number:	5111827	MEC	
Registration Number:	5583161	WE ARE ALL OUTSIDERS	
Registration Number:	5084521	SERRATUS	
Registration Number:	5881866	CROSS WIND	
Serial Number:	88507162	MEC ALL OUT	
Serial Number:	74189840	MOUNTAIN EQUIPMENT CO-OP	
Serial Number:	87308548	ADANAC	
CORRESPONDENCE DATA			
Fax Number:			
<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:	612-915-9636		
Email:	jurzedowski@bitlaw.com		
Correspondent Name:	James Urzedowski		
Address Line 1:	225 South 6th Street		
Address Line 2:	Suite 1750		
Address Line 4:	Minneapolis, MINNESOTA 55402		

OP \$240.00 5003570

NAME OF SUBMITTER:	James M. Urzedowski
SIGNATURE:	/James M. Urzedowski/
DATE SIGNED:	11/16/2020
Total Attachments: 11 source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page1.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page2.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page3.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page4.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page5.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page6.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page7.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page8.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page9.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page10.tif source=Wells Fargo-TM-SecurityAgreement-From-MECCanada#page11.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30 day of October, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("Wells Fargo"), in its capacity as administrative agent and collateral agent for each member of the Credit Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among MEC Canada Inc., a British Columbia Corporation, as borrower (the "Borrower"), the guarantors party thereto as "Guarantors", the lenders party thereto as "Lenders" (each such Lender, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively as the "Lenders"), Agent, and Wells Fargo, as syndication agent (together with its successors and assigns in such capacity, the "Syndication Agent"), Wells Fargo, as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "Documentation Agent"), Wells Fargo, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and Wells Fargo, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Bookrunner"), and the other Loan Documents, the Credit Parties have agreed to make certain loans and financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof

WHEREAS, the members of the Credit Parties are willing to make the loans and financial accommodations to the Credit Parties as provided for in the Credit Agreement and the other Loan Documents, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Credit Parties, that certain Guarantee and Security Agreement, dated as of October 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement"); and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Credit Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns (for the purposes of taking security), and pledges to Agent, for the benefit of the Credit Parties, to secure its Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. **SECURITY FOR SECURED OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Credit Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. **SECURITY AGREEMENT.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Parties, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control.

5. **AUTHORIZATION TO SUPPLEMENT.** If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. **COUNTERPARTS.** This Trademark Security Agreement is a Loan Document. This Trademark Security Agreement may be executed (manually or by electronic signature) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by email of a portable document format (PDF) or electronic document) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission (including by email of a portable document format (PDF) or electronic document) also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original

executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER SET FORTH IN SECTION 26 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MEC CANADA INC.

By: Alex Wolf
Name: Alex Wolf
Title: Director

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, as Agent**

By: _____
Name: _____
Its Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 007106 FRAME: 0781**

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

MEC CANADA INC.

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO CAPITAL FINANCE CORPORATION CANADA, as Agent

By: _____
Name: _____
Its Authorized Signatory
David S. Phillips
Senior Vice President
Credit Officer, Canada
Wells Fargo Capital Finance
Corporation Canada

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Canadian Trademark Registrations/Applications

Grantor	Country	Mark	Application No./ Registration No.	App/Reg Date
MEC Canada Inc.	Canada	SERRATUS	0453452 TMA273825	09-May-1980 12-Nov-1982
MEC Canada Inc.	Canada	MEC & Design	1275760 TMA726652	03-Oct-2005 23-Oct-2008
MEC Canada Inc.	Canada	MEC & Design	1378163 TMA816334	07-Jan-2008 27-Jan-2012
MEC Canada Inc.	Canada	MEC.CA	1275761 TMA687396	03-Oct-2005 09-May-2007
MEC Canada Inc.	Canada	MOUNTAIN EQUIPMENT CO-OP	1287005 TMA704498	13-Jan-2006 11-Jan-2008
MEC Canada Inc.	Canada	LA COOPERATIVE DE PLEIN AIR	1294731 TMA705178	07-Mar-2006 22-Jan-2008
MEC Canada Inc.	Canada	G GARANTIE DE POINTE MEC & DESIGN	1299194 TMA694333	12-Apr-2006 20-Aug-2007
MEC Canada Inc.	Canada	R ROCKSOLID GUARANTEE & DESIGN	1299193 TMA695259	12-Apr-2006 30-Aug-2007
MEC Canada Inc.	Canada	SWIRL DESIGN	1344200 TMA715331	19-Apr-2007 27-May-2008
MEC Canada Inc.	Canada	THE BIG WILD	1347208 TMA768044	11-May-2007 28-May-2010
MEC Canada Inc.	Canada	HORIZONS SAUVAGES	1347918 TMA768151	17-May-2007 31 -May-2010
MEC Canada Inc.	Canada	MOUNTAIN EQUIPMENT CO-OP & Design	1378162 TMA816333	07-Jan-2008 27-Jan-2012
MEC Canada Inc.	Canada	MEC SWEET SPOTS OUTDOOR VIDEO CONTEST & DESIGN	1384542 TMA788918	22-Feb-2008 27-Jan-2011
MEC Canada Inc.	Canada	PANORAMEC CONCOURS DE VIDEOS DE GRANDE NATURE & DESIGN	1384543 TMA754332	22-Feb-2008 01-Dec-2009
MEC Canada Inc.	Canada	MEC	1408738 TMA813503	27-Aug-2008 07-Dec-2011

Grantor	Country	Mark	Application No./ Registration No.	App/Reg Date
MEC Canada Inc.	Canada	R2K	1410894 TMA755121	16-Sep-2008 11-Dec-2009
MEC Canada Inc.	Canada	WATCHTOWER	1419490 TMA813528	25-Nov-2008 07-Dec-2011
MEC Canada Inc.	Canada	CONTENTION	1424319 TMA816512	13-Jan-2009 31-Jan-2012
MEC Canada Inc.	Canada	MOUNTAIN EQUIPMENT CO-OP	1425764 TMA815630	27-Jan-2009 17-Jan-2012
MEC Canada Inc.	Canada	TWIN PEAKS Design	1425765 TMA816511	27-Jan-2009 31-Jan-2012
MEC Canada Inc.	Canada	SKYWAY	1432152 TMA819790	24-Mar-2009 13-Mar-2012
MEC Canada Inc.	Canada	SHADOW LANDS	1432147 TMA767854	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	NINETEEN SEVENTY ONE	1432146 TMA767855	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	MIDTOWN	1432145 TMA767856	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	LYNX	1432144 TMA767851	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	HOLD STEADY	1432143 TMA767850	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	DESIRE	1432142 TMA767853	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	CÔTE	1432141 TMA767852	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	COL	1432140 TMA767849	24-Mar-2009 26-May-2010
MEC Canada Inc.	Canada	CHINOOK	1432139 TMA7891 77	24-Mar-2009 31-Jan-2011
MEC Canada Inc.	Canada	ACE	1432138 TMA819786	24-Mar-2009 13-Mar-2012
MEC Canada Inc.	Canada	ORIGAMI	1433166 TMA821169	01-Apr-2009 30-Mar-2012
MEC Canada Inc.	Canada	MEC BIKEFEST	1434925 TMA823724	17-Apr-2009 10-May-2012
MEC Canada Inc.	Canada	MEC PADDLEFEST	1434924 TMA823723	17-Apr-2009 10-May-2012

Grantor	Country	Mark	Application No./ Registration No.	App/Reg Date
MEC Canada Inc.	Canada	FESTIVAGUE MEC	1437273 TMA824592	06-May-2009 23-May-2012
MEC Canada Inc.	Canada	FESTIVELO MEC	1437275 TMA824593	06-May-2009 23-May-2012
MEC Canada Inc.	Canada	HYDROFOIL	1442795 TMA828875	25-Jun-2009 31-Jul-2012
MEC Canada Inc.	Canada	NATIONAL	1474582 TMA842141	25-Mar-2010 01-Feb-2013
MEC Canada Inc.	Canada	THE LIFT	1483101 TMA792976	31-May-2010 15-Mar-2011
MEC Canada Inc.	Canada	DASH	1489490 TMA797987	21-Jul-2010 18-May-2011
MEC Canada Inc.	Canada	SYNERGY	1489491 TMA815023	21-Jul-2010 05-Jan-2012
MEC Canada Inc.	Canada	TURTLE	1493412 TMA802099	24-Aug-2010 13-Jul-2011
MEC Canada Inc.	Canada	ATTACK	1493254 TMA833585	23-Aug-2010 03-Oct-2012
MEC Canada Inc.	Canada	CHANCE	1493256 TMA815551	23-Aug-2010 13-Jan-2012
MEC Canada Inc.	Canada	ETAPE	1493257 TMA803168	23-Aug-2010 28-Jul-2011
MEC Canada Inc.	Canada	PURSUIT	1493255 TMA812778	23-Aug-2010 25-Nov-2011
MEC Canada Inc.	Canada	TRAIL MOTION	1510422 TMA819787	07-Jan-2011 13-Mar-2012
MEC Canada Inc.	Canada	PREMIERS PAS DANS LA NATURE AVEC MEC & Design	1515152 TMA815641	14-Feb-2011 17-Jan-2012
MEC Canada Inc.	Canada	MEC FIRST STEPS INTO NATURE & DESIGN	1517564 TMA815642	03-Mar-2011 17-Jan-2012
MEC Canada Inc.	Canada	MEC SNOWFEST	1539546 TMA969381	12-Aug-2011 27-Apr-2017
MEC Canada Inc.	Canada	FESTINEIGE MEC	1539547 TMA969380	12-Aug-2011 27-Apr-2017
MEC Canada Inc.	Canada	NORTHERN LITE	1551527 TMA889695	10-Nov-2011 07-Nov-2014
MEC Canada Inc.	Canada	AQUANATOR	1551521 TMA865471	10-Nov-2011 19-Nov-2013

Grantor	Country	Mark	Application No./ Registration No.	App/Reg Date
MEC Canada Inc.	Canada	DELUGE	1551522 TMA889694	10-Nov-2011 07-Nov-2014
MEC Canada Inc.	Canada	UPLINK	1551891 TMA889700	14-Nov-2011 07-Nov-2014
MEC Canada Inc.	Canada	MOUNTAIN EQUIPMENT CO-OP; Design	0451324 TMA281752	17-Mar-1980 29-Jul-1983
MEC Canada Inc.	Canada	MEC & Square Design	1600518 TMA937400	31-Oct-2012 10-May-2016
MEC Canada Inc.	Canada	WE ARE ALL OUTSIDERS	1600522 TMA970196	31-Oct-2012 05-May-2017
MEC Canada Inc.	Canada	SERRATUS	1623618 TMA936923	23-Apr-2013 05-May-2016
MEC Canada Inc.	Canada	SPEED	1625985 TMA932677	09-May-2013 24-Mar-2016
MEC Canada Inc.	Canada	MEC GARANTIE DE POINTE MEC & Design	1637147 TMA976997	29-Jul-2013 27-Jul-2017
MEC Canada Inc.	Canada	MEC ROCKSOLID GUARANTEE & Design	1637146 TMA976996	29-Jul-2013 27-Jul-2017
MEC Canada Inc.	Canada	ADANAC 500	1639964 TMA942560	19-Aug-2013 06-Jul-2016
MEC Canada Inc.	Canada	PROVINCIAL ROAD 222	1706998 TMA934273	12-Dec-2014 08-Apr-2016
MEC Canada Inc.	Canada	CROSS WIND	1747793 TMA1016529	25-Sep-2015 04-Mar-2019
MEC Canada Inc.	Canada	ON SE REJOINT DEHORS	1775655 TMA1049096	05-Apr-2016 14-Aug-2019
MEC Canada Inc.	Canada	DRIBASE	1888648 n/a	16-Mar-2018 n/a
MEC Canada Inc.	Canada	GOOD TIMES OUTSIDE	1800819 TMA1049066	16-Sep-2016 14-Aug-2019
MEC Canada Inc.	Canada	PROVINCIAL ROAD 233	1836142 n/a	05-May-2017 n/a
MEC Canada Inc.	Canada	PROVINCIAL TRAIL	1837981 n/a	16-May-2017 n/a
MEC Canada Inc.	Canada	PROVINCIAL TRAIL	1864395 n/a	24-Oct-2017 n/a
MEC Canada Inc.	Canada	PROVINCIAL ROAD	1864394 TMA1049073	24-Oct-2017 14-Aug-2019

Grantor	Country	Mark	Application No./ Registration No.	App/Reg Date
MEC Canada Inc.	Canada	MEC ADVENTURES	1920778 n/a	19-Sep-2018 n/a
MEC Canada Inc.	Canada	MEC ALL OUT	1940785 n/a	15-Jan-2019 n/a
MEC Canada Inc.	Canada	MEC TOUS DEHORS	1944441 n/a	04-Feb-2019 n/a
MEC Canada Inc.	Canada	HYPERLOFT	1026047 TMA579152	17-Aug-1999 08-Apr-2003
MEC Canada Inc.	Canada	MOUNTAIN EQUIPMENT CO-OP & DESIGN	0483254 TMA276091	04-Mar-1982 28-Jan-1983

US Trademark Registrations/Applications

Grantor	Country	Mark	Serial No. / Registration No.	App/Reg Date
MEC Canada Inc.	USA	UPLINK	85620280 5003570	09-May-2012 19-Jul-2016
MEC Canada Inc.	USA	AQUANATOR	85620720 4527705	09-May-2012 13-May-2014
MEC Canada Inc.	USA	MEC & Square Design	85917842 5111827	29-Apr-2013 03-Jan-2017
MEC Canada Inc.	USA	WE ARE ALL OUTSIDERS	85917826 5583161	29-Apr-2013 16-Oct-2018
MEC Canada Inc.	USA	SERRATUS	85924023 5084521	06-May-2013 22-Nov -2016
MEC Canada Inc.	USA	CROSSWIND	86947374 5881866	02-Mar-2016 15-Oct-2019
MEC Canada Inc.	USA	MEC ALL OUT	88507162 n/a	10-Jul-2019 n/a
MEC Canada Inc.	USA	MOUNTAIN EQUIPMENT CO-OP & Design	74189840 1814839	17-Mar-1980 04-Jan-1994
MEC Canada Inc.	USA	ADANAC	87308548 n/a	20-Jan-2017 n/a

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark License