

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM608894

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEC Canada Inc.		10/30/2020	Corporation: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	Gordon Brothers Finance Company
<b>Street Address:</b>	800 Boylston Street
<b>Internal Address:</b>	27th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02199
<b>Entity Type:</b>	Company: DELAWARE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5881866	CROSS WIND
Registration Number:	4527705	AQUANATOR
Registration Number:	5084521	SERRATUS
Registration Number:	5111827	MEC
Registration Number:	5583161	WE ARE ALL OUTSIDERS
Registration Number:	5003570	UPLINK
Registration Number:	1814839	MOUNTAIN EQUIPMENT CO-OP
Serial Number:	88507162	MEC ALL OUT
Serial Number:	87308548	ADANAC

## CORRESPONDENCE DATA

## Fax Number:

*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: 612-915-9636  
 Email: jurzedowski@bitlaw.com  
 Correspondent Name: James M. Urzedowski  
 Address Line 1: 225 South 6th Street  
 Address Line 2: Suite 1750  
 Address Line 4: Minneapolis, MINNESOTA 55402

OP \$240.00 5881866

<b>NAME OF SUBMITTER:</b>	James M. Urzedowski
<b>SIGNATURE:</b>	/James M. Urzedowski/
<b>DATE SIGNED:</b>	11/16/2020
<b>Total Attachments: 13</b> source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page1.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page2.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page3.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page4.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page5.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page6.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page7.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page8.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page9.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page10.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page11.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page12.tif source=GordonBrothers-Trademark-Security-Agreement-From-MECCanada#page13.tif	

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30<sup>th</sup> day of October, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **GORDON BROTHERS FINANCE COMPANY**, a Delaware company ("Gordon Brothers"), 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").

WITNESSETH:

**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. (formerly known as 1266524 B.C. Ltd.), a British Columbia corporation, as Borrower, the Guarantors party thereto, the Lenders party thereto from time to time, as lenders, and Gordon Brothers, as Agent, 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 Loan 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 the 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.**, as borrower and grantor

By: Alex Wolf  
Name: Alex Wolf  
Title: Director

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**GORDON BROTHERS FINANCE COMPANY**, as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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.**, as borrower and grantor

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGENT:**

**ACCEPTED AND ACKNOWLEDGED BY:**

**GORDON BROTHERS FINANCE COMPANY**, as Agent

By: Jim Ak

Name: Tom Lynch

Its Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**Trademark Registrations/Applications<sup>1</sup>**

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Application No.</b>	<b>App/Reg Date</b>
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MOUNTAIN EQUIPMENT CO-OP; DESIGN	TMA281752	0451324	1983-07-29
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SERRATUS	TMA273825	0453452	1982-11-12
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MOUNTAIN EQUIPMENT CO-OP & DESIGN	TMA276091	0483254	1983-01-28
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	HYPERLOFT	TMA579152	1026047	2003-04-08
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC & DESIGN	TMA726652	1275760	2008-10-23
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC.CA	TMA687396	1275761	2007-05-09
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MOUNTAIN EQUIPMENT CO-OP	TMA704498	1287005	2008-01-11
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	LA COOPÉRATIVE DE PLEIN AIR	TMA705178	1294731	2008-01-22
MOUNTAIN EQUIPMENT	Canada	R ROCKSOLID GUARANTEE &	TMA695259	1299193	2007-08-30

<sup>1</sup> MEC Canada Inc. will be acquiring all intellectual property owned by Mountain Equipment Co-operative pursuant to the asset purchase agreement dated September 11, 2020 between Mountain Equipment Co-Operative, 1314625 Ontario Limited, each as sellers, and 1264686 B.C. Ltd., as amended by the amending agreement between Mountain Equipment Co-Operative, 1314625 Ontario Limited and 1264686 B.C. Ltd. dated October 30, 2020, and pursuant to the assignment and assumption agreement dated October 30, 2020 among 1264686 B.C. Ltd., the MEC Canada Inc., MEC LP Ltd and MEC GP Ltd.



CO-OPERATIVE		Design			
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	G GARANTIE DE POINTE MEC Design	TMA694333	1299194	2007-08-20
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SWIRL DESIGN	TMA715331	1344200	2008-05-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	THE BIG WILD	TMA768044	1347208	2010-05-28
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	HORIZONS SAUVAGES	TMA768151	1347918	2010-05-31
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MOUNTAIN EQUIPMENT CO- OP & DESIGN	TMA816333	1378162	2012-01-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC & DESIGN	TMA816334	1378163	2012-01-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC SWEET SPOTS OUTDOOR VIDEO CONTEST & DESIGN	TMA788918	1384542	2011-01-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PANORAMEC CONCOURS DE VIDEOS DE GRANDE NATURE & DESIGN	TMA754332	1384543	2009-12-01
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC	TMA813503	1408738	2011-12-07
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	R2K	TMA755121	1410894	2009-12-11
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	WATCHTOWER	TMA813528	1419490	2011-12-07

MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	CONTENTION	TMA816512	1424319	2012-01-31
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MOUNTAIN EQUIPMENT CO- OP	TMA815630	1425764	2012-01-17
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	TWIN PEAKS Design	TMA816511	1425765	2012-01-31
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ACE	TMA819786	1432138	2012-03-13
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	CHINOOK	TMA789177	1432139	2011-01-31
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	COL	TMA767849	1432140	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	CÔTE	TMA767852	1432141	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	DESIRE	TMA767853	1432142	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	HOLD STEADY	TMA767850	1432143	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	LYNX	TMA767851	1432144	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MIDTOWN	TMA767856	1432145	2010-05-26
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	NINETEEN SEVENTY ONE	TMA767855	1432146	2010-05-26
MOUNTAIN EQUIPMENT	Canada	SHADOWLANDS	TMA767854	1432147	2010-05-26

CO-OPERATIVE					
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SKYWAY	TMA819790	1432152	2012-03-13
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ORIGAMI	TMA821169	1433166	2012-03-30
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC PADDLEFEST	TMA823723	1434924	2012-05-10
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC BIKEFEST	TMA823724	1434925	2012-05-10
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	FESTIVAGUE MEC	TMA824592	1437273	2012-05-23
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	FESTIVÉLO MEC	TMA824593	1437275	2012-05-23
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	HYDROFOIL	TMA828875	1442795	2012-07-31
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	NATIONAL	TMA842141	1474582	2013-02-01
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	THE LIFT	TMA792976	1483101	2011-03-15
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	DASH	TMA797987	1489490	2011-05-18
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SYNERGY	TMA815023	1489491	2012-01-05
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ATTACK	TMA833585	1493254	2012-10-03

MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PURSUIT	TMA812778	1493255	2011-11-25
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	CHANCE	TMA815551	1493256	2012-01-13
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ÉTAPE	TMA803168	1493257	2011-07-28
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	TURTLE	TMA802099	1493412	2011-07-13
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	TRAIL MOTION	TMA819787	1510422	2012-03-13
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PREMIERS PAS DANS LA NATURE AVEC MEC & Design	TMA815641	1515152	2012-01-17
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC FIRST STEPS INTO NATURE & Design	TMA815642	1517564	2012-01-17
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC SNOWFEST	TMA969381	1539546	2017-04-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	FESTINEIGE MEC	TMA969380	1539547	2017-04-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	AQUANATOR	TMA865471	1551521	2013-11-19
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	DELUGE	TMA889694	1551522	2014-11-07
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	NORTHERN LITE	TMA889695	1551527	2014-11-07
MOUNTAIN	Canada	UPLINK	TMA889700	1551891	2014-11-07

EQUIPMENT CO-OPERATIVE					
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC & SQUARE DESIGN	TMA937400	1600518	2016-05-10
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	WE ARE ALL OUTSIDERS	TMA970196	1600522	2017-05-05
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SERRATUS	TMA936923	1623618	2016-05-05
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	SPEED	TMA932677	1625985	2016-03-24
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC ROCKSOLID GUARANTEE & Design	TMA976996	1637146	2017-07-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC GARANTIE DE POINTE MEC & Design	TMA976997	1637147	2017-07-27
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ADANAC 500	TMA942560	1639964	2016-07-06
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PROVINCIAL ROAD 222	TMA934273	1706998	2016-04-08
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	CROSS WIND	TMA1016529	1747793	2019-03-04
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	ON SE REJOINT DEHORS	TMA1049096	1775655	2019-08-14
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	GOOD TIMES OUTSIDE	TMA1049066	1800819	2019-08-14
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PROVINCIAL ROAD 233		1836142	2017-05-05

MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PROVINCIAL TRAIL		1837981	2017-05-16
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PROVINCIAL ROAD	TMA1049073	1864394	2019-08-14
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	PROVINCIAL TRAIL		1864395	2017-10-24
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	DRIBASE		1888648	2018-03-16
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC ADVENTURES		1920778	2018-09-19
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC ALL OUT		1940785	2019-01-15
MOUNTAIN EQUIPMENT CO-OPERATIVE	Canada	MEC TOUS DEHORS		1944441	2019-02-04

<b>Grantor</b>	<b>Country</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Serial No.</b>
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	CROSS WIND	5881866	86947374
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	AQUANATOR	4527705	85620720
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	SERRATUS	5084521	85924023
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	MEC	5111827	85917842

MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	WE ARE ALL OUTSIDERS	5583161	85917826
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	UPLINK	5003570	85620280
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	MOUNTAIN EQUIPMENT CO-OP	1814839	74189840
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	MEC ALL OUT	--	88507162
MOUNTAIN EQUIPMENT CO-OPERATIVE	United States of America	ADANAC	--	87308548

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**Trade Names**

Nil.

**Common Law Trademarks**

Nil.

**Trademarks Not Currently In Use**

Nil.

**Trademark License**

Nil.