

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615770

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
A&M (2015) LLC		12/21/2020	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Canadian Imperial Bank of Commerce
<b>Street Address:</b>	595 Bay Street
<b>Internal Address:</b>	5th Floor
<b>City:</b>	Toronto
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M5G 2C2
<b>Entity Type:</b>	Chartered Bank: CANADA

## PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	6004842	TROVAR?
Registration Number:	3290171	MANDEE
Registration Number:	3310481	AFAZE
Registration Number:	2781758	ANNIE SEZ
Registration Number:	2631114	MANDEE TO THE RESCUE!
Registration Number:	2554846	MANDEE
Registration Number:	2295956	MANDEE
Registration Number:	2301747	MANDEE SHOPS
Registration Number:	2246244	ANNIE SEZ
Registration Number:	2036626	ANNIE SEZ
Registration Number:	1623075	AFAZE
Registration Number:	1484327	MANDEE
Registration Number:	1484257	MANDEE
Registration Number:	1510201	FUSION SPORT
Registration Number:	1518061	ANNIE SEZ:
Registration Number:	1560220	ANNIE SEZ:
Registration Number:	1497214	ANNIE SEZ:
Registration Number:	1484711	MANDEE SHOPS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1195420	ANNIE SEZ
Registration Number:	1089933	T. H. MANDY

**CORRESPONDENCE DATA**

**Fax Number:** 4122091845  
*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:** 4122974900  
**Email:** iptrademark.dcg@dentons.com  
**Correspondent Name:** Dentons Cohen & Grigsby P.C.  
**Address Line 1:** 625 Liberty Avenue  
**Address Line 4:** Pittsburgh, PENNSYLVANIA 15222-3152

<b>ATTORNEY DOCKET NUMBER:</b>	33162.0001
<b>NAME OF SUBMITTER:</b>	Robyn A. Shelton
<b>SIGNATURE:</b>	/Robyn A. Shelton/
<b>DATE SIGNED:</b>	12/21/2020

**Total Attachments: 7**

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# TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("**Trademark Security Agreement**"), dated as of December 21, 2020, is made by and between A & M (2015) LLC, a Delaware limited liability company (the "**Grantor**") in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the "**Secured Party**").

WHEREAS, the COSA NOVA HOLDINGS INC. USA has entered into a certain Credit Agreement dated as of September 23, 2020 (as amended, restated, amended and restated, supplemented or modified from time to time, the "**Credit Agreement**"), with the Secured Party.

WHEREAS, as a condition precedent to the making of the loans by the Secured Party under the Credit Agreement, the Grantor has executed and delivered to the Secured Party that certain Security Agreement dated as of even date herewith, made by and among the Grantors, the other grantors party thereto and the Secured Party (the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Secured Party a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Secured Party a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**Trademark Collateral**"):

(a) the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(b) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all proceeds, claims and causes of action, with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Trademarks to record and register this Trademark Security Agreement upon request by the Secured Party.

3. Loan Documents. This Trademark Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Secured Party with respect to the Trademark Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this Trademark Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This Trademark Security 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 to this Trademark Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif" format) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

5. Successors and Assigns. This Trademark Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Trademark Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this Trademark Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

A & M (2015) LLC

By: 

Name: Stuart Eustace

Title: Executive Vice President of Finance

Address for Notices: 50 Dufflaw Road,  
Toronto, ON, Canada M6A 2W1, Attention:  
Stuart Eustace, EVP, Finance

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF  
COMMERCE

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

Name:

Title:

Address for Notices:

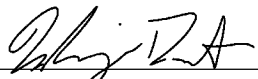
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

A & M (2015) LLC

By: \_\_\_\_\_  
Name:  
Title:  
Address for Notices:

AGREED TO AND ACCEPTED:

CANADIAN IMPERIAL BANK OF  
COMMERCE

By:  \_\_\_\_\_  
Name: Mackenzie Dent  
Title: Authorized Signatory  
Address for Notices:  
595 Bay Street, 5th Floor  
Toronto, ON  
M5G 2C2

## SCHEDULE 1

### TRADEMARKS

#### Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Record Owner
TROVARE	USA	6004842	March 10, 2020	A & M (2015) LLC
MANDEE	USA	3290171	September 11, 2007 (Renewed 6/22/17)	A & M (2015) LLC
AFAZE	USA	3310481	October 16, 2007 (Renewed 6/14/17)	A & M (2015) LLC
ANNIE SEZ	USA	2781758	November 11, 2003 (Renewed 10/7/13)	A & M (2015) LLC
MANDEE TO THE RESCUE!	USA	2631114	October 8, 2002 (Renewed 10/20/12)	A & M (2015) LLC
MANDEE	USA	2554846	April 2, 2002 (Renewed 4/21/12)	A & M (2015) LLC
MANDEE	USA	2295956	November 30, 1999 (Renewed 7/23/09)	A & M (2015) LLC
MANDEE SHOPS	USA	2301747	December 21, 1999 (Renewed 7/21/09)	A & M (2015) LLC
ANNIE SEZ	USA	2246244	May 18, 1999 (Renewed 2/11/99)	A & M (2015) LLC
ANNIE SEZ	USA	2036626	February 11, 1997	A & M (2015) LLC

			(Renewed 4/10/17)	
AFAZE	USA	1623075	November 13, 1990  (Renewed 11/4/10)	A & M (2015) LLC
MANDEE	USA	1484327	April 12, 1988  (Renewed 10/23/18)	A & M (2015) LLC
MANDEE	USA	1484257	April 12, 1988  (Renewed 4/23/18)	A & M (2015) LLC
FUSION SPORT	USA	1510201	October 25, 1988  (Renewed 9/19/08)	A & M (2015) LLC
ANNIE SEZ:	USA	1518061	December 27, 1988  (Renewed 9/26/08)	A & M (2015) LLC
ANNIE SEZ:	USA	1560220	October 10, 1989  (Renewed 7/17/09)	A & M (2015) LLC
ANNIE SEZ:	USA	1497214	July 19, 1988  (Renewed 3/14/08)	A & M (2015) LLC
MANDEE SHOPS	USA	1484711	April 12, 1988  (Renewed 1/5/08)	A & M (2015) LLC
ANNIE SEZ	USA	1195420	May 11, 1982  (Renewed 5/7/12)	A & M (2015) LLC
T. H. MANDY	USA	1089933	April 18, 1978  (Renewed 2/13/08)	A & M (2015) LLC



**Trademark Applications**

None.