

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622599

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2381895 Ontario Inc.		01/22/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	National Bank of Canada		
Street Address:	500 Place d'Armes		
Internal Address:	26th Floor		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H2Y 2W3		
Entity Type:	bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5677468	G ADVENTURES	
Registration Number:	4938999	G NATION	
Registration Number:	4487630	G	
Registration Number:	4350802	G ADVENTURES	
Registration Number:	5393891	G G ADVENTURES	
CORRESPONDENCE DATA			
Fax Number:	5852958457		
<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:	585-295-4433		
Email:	kmarkert@barclaydamon.com		
Correspondent Name:	Katherine A. Markert		
Address Line 1:	100 Chestnut St.		
Address Line 2:	Barclay Damon LLP		
Address Line 4:	Rochester, NEW YORK 14604		
ATTORNEY DOCKET NUMBER:	3025771		
NAME OF SUBMITTER:	Katherine A. Markert		
SIGNATURE:	/Katherine A. Markert/		
DATE SIGNED:	01/27/2021		

CH \$140.00 5677468

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 22 day of January, 2021, 2381895 ONTARIO INC., a corporation existing under the laws of the Province of Ontario, Canada (“*Debtor*”) with its principal place of business and mailing address at 19 Charlotte Street, Toronto, Ontario, Canada M5V 2H5, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to NATIONAL BANK OF CANADA, a Canadian bank (“*NBC*”), with its mailing address at 500 Place d’Armes, 26th Floor, Montreal, Quebec, Canada H2Y 2W3, Attention: Syndication, acting as administrative agent hereunder for the Lender Parties as defined in the Security Agreement referred to below, and its successors and assigns (NBC acting as such administrative agent and any successors or assigns to NBC acting in such capacity being hereinafter referred to as the “*Agent*”), and grants to the Agent for the benefit of the Lender Parties a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) 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 (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Obligations of Debtor and its affiliates as set out in that certain General Security Agreement dated as of January 22, 2021 between Debtor and Agent, as the same may be amended, modified, or restated from time to time (the “*Security Agreement*”).

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Obligations. When a Statement of Use is

filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by the Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in any number of counterparts, and by the different parties on different counterpart signature pages, all of which taken together shall constitute one and the same agreement. Any of the parties hereto may execute this Trademark Collateral Agreement by signing any such counterpart and each of such counterparts shall for all purposes be deemed to be an original. Delivery of a counterpart hereof by facsimile or in electronic (i.e., "pdf" or "tif") forma: shall be effective as delivery of a manually executed counterpart hereof. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE TO FOLLOW]


IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

2381895 ONTARIO INC.

By: _____
Name:
Title:

Accepted and agreed to as of the date and year last above written.

**NATIONAL BANK OF CANADA, as
Agent**

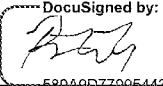
By:  _____
Name: Wilson Phan
Title: Vice-President

By:  _____
Name: David Sellitto
Title: Director

[238 Ontario TMC Agreement]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

2381895 ONTARIO INC.

By:  _____
Name: Bruce Poon Tip
Title: President

Accepted and agreed to as of the date and year last above written.



NATIONAL BANK OF CANADA, as Agent

By: _____
Name:
Title:

[238 Ontario TMC Agreement]

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
G Adventures	87/066,151	2016-06-09	5,677,468	2019-02-19
G NATION	86/141,548	2013-12-12	4,938,999	2016-04-19
 G ADVENTURES	85/945,153	2013-05-29	4,487,630	2014-02-25
G ADVENTURES	85/401,451	2011-08-18	4,350,802	2013-06-11
 G Adventures	86/936,121	2016-03-10	5,393,891	2018-02-06