

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM622610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G. Adventures 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: 11			
Property Type	Number	Word Mark	
Registration Number:	4665598	LIFETIME DEPOSITS	
Registration Number:	5343848	G FOR GOOD	
Registration Number:	5404210	A WORLD OF GOOD	
Registration Number:	4876738	LOVE LEAD CREATE EMBRACE DO	
Registration Number:	4431283	MAKE TOMORROW TODAY	
Registration Number:	4424322	LOCAL LIVING	
Registration Number:	4427875	CREATE HAPPINESS & COMMUNITY	
Registration Number:	4424275	EMBRACE THE BIZARRE	
Registration Number:	4424274	DO THE RIGHT THING	
Registration Number:	4424273	LEAD WITH SERVICE	
Registration Number:	4424272	WE LOVE CHANGING PEOPLE'S LIVES	
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.		
TRADEMARK			

CH \$290.00 4665598

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

Total Attachments: 5

source=Trademark Collateral Agreement G Adventures Inc#page1.tif
source=Trademark Collateral Agreement G Adventures Inc#page2.tif
source=Trademark Collateral Agreement G Adventures Inc#page3.tif
source=Trademark Collateral Agreement G Adventures Inc#page4.tif
source=Trademark Collateral Agreement G Adventures Inc#page5.tif

TRADEMARK COLLATERAL AGREEMENT

This 22 day of January, 2021, G ADVENTURES 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 Lenders 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 Lenders 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 Secured 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 Secured 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]

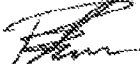
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

G ADVENTURES 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

[G Adventures Inc. 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.

G ADVENTURES INC.

By:  _____
Name: Lincoln Fernandes
Title: Authorized Signatory

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

NATIONAL BANK OF CANADA, as Agent

By: _____
Name:
Title:

[G Adventures Inc. TMC Agreement]

SCHEDULE A

TO TRADEMARK COLLATERAL AGREEMENT

Trademark	App. No.	App. Date	Reg. No.	Reg. Date
LIFETIME DEPOSITS	86/001,138	2013-07-02	4,665,598	2015-01-06
G FOR GOOD	86/968,542	2016-04-07	5,343,848	2017-11-28
A WORLD OF GOOD	86/968,135	2016-04-07	5,404,210	2018-02-20
LOVE LEAD CREATE EMBRACE DO	86/381,363	2014-08-29	4,876,738	2015-12-29
MAKE TOMORROW TODAY	85/783,028	2012-11-19	4,431,283	2013-11-12
LOCAL LIVING	85/775,806	2012-11-09	4,424,322	2013-10-29
CREATE HAPPINESS & COMMUNITY	85/754,165	2012-10-15	4,427,875	2013-11-05
EMBRACE THE BIZARRE	85/754,152	2012-10-15	4,424,275	2013-10-29
DO THE RIGHT THING	85/754,115	2012-10-15	4,424,274	2013-10-29
LEAD WITH SERVICE	85/754,093	2012-10-15	4,424,273	2013-10-29
WE LOVE CHANGING PEOPLE'S LIVES	85/753,899	2012-10-15	4,424,272	2013-10-29