

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690920

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTH WEST RUBBER LTD.		11/26/2021	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	THE TORONTO-DOMINION BANK, as Agent		
Street Address:	66 Wellington Street West		
Internal Address:	9th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2W4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	5909392	SPORTFLOOR	
Registration Number:	4871151	BLACK ARMOUR	
Serial Number:	88939876	FITFLOOR	
Serial Number:	88249784	NWR	
Registration Number:	3001049	PLAYFALL	
Registration Number:	2361859	SUREHOOF	
Registration Number:	984294	RED BARN	
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:	(312) 288-3547		
Email:	j.murphy@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S LaSalle Street		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Gregory T. Pealer		
SIGNATURE:	/Gregory T. Pealer/		

OP \$190.00 5909392

DATE SIGNED:	11/29/2021
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Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 26th day of November, 2021, NORTH WEST RUBBER LTD., a corporation existing under the laws of British Columbia (together with any successors, by amalgamation or otherwise, and permitted assigns, the "*Obligor*") with its principal place of business and mailing address at 33850 Industrial Avenue, Abbotsford, British Columbia, Canada, 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 THE TORONTO-DOMINION BANK, a Schedule I Canadian bank ("*TD Bank*"), with its mailing address at 66 Wellington Street West, 9th Floor, Toronto, Ontario, Canada, acting as administrative agent hereunder for the Lender Parties as defined in the General Security Agreement referred to below (TD Bank acting as such administrative agent and any successor(s) or assign(s) to TD Bank 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 Obligor 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 Obligor 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 Obligor and certain affiliates of Obligor as set out in that certain General Security Agreement bearing even date herewith between Obligor 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 Obligor 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 Obligor'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.

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

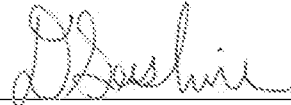
Obligor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. The rights and remedies of the 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") format 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, Obligor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

NORTH WEST RUBBER LTD.

By 

Name: Daniel Sonshine

Title: Director

[Signature Page to Trademark Collateral Agreement]

TRADEMARK
REEL: 007508 FRAME: 0128

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Registered Owner	Trademark	Registration Number	Status
North West Rubber Ltd.	“SPORTFLOOR Design”	5909392	Registered
North West Rubber Ltd.	“Black Armour”	4871151	Registered
North West Rubber Ltd.	“FITFLOOR”	88939876	Pending
North West Rubber Ltd.	“NWR”	88249784	Pending
North West Rubber Mats Limited ¹	“PlayFALL”	3001049	Registered
North West Rubber Mats Limited ²	“SUREHOOF”	2361859	Registered
North West Rubber Mats Limited ³	“REDBARN”	984294	Registered

¹ Trademark is in the process of being transferred to North West Rubber Ltd.

² Trademark is in the process of being transferred to North West Rubber Ltd.

³ Trademark is in the process of being transferred to North West Rubber Ltd.