

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698189

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORT MASKA INC.		12/23/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, as Agent and Grantee		
Street Address:	199 Bay Street		
Internal Address:	Commerce Court		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Serial Number:	74006145	CCM	
Serial Number:	72211625	C.C.M.	
Serial Number:	88638001	CCM ALL OUT	
Serial Number:	88386393	SUPER TACKS	
Serial Number:	72379341	TACKS	
Serial Number:	86967813	RIBCOR	
Serial Number:	85946018	RIBCOR	
Serial Number:	76478917	HEAT	
Serial Number:	76487947	F-I-T SYSTEM	
Serial Number:	76478918	VECTOR	
Serial Number:	76479046	COMFORT SERIES	
Serial Number:	88116268	CCM	
Serial Number:	88642610	AXIS	
Serial Number:	76543776	VECTOR	
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>			

CH \$365.00 74006145

Phone: 3127018637
Email: IPDocket@mayerbrown.com
Correspondent Name: William R. Siegel, Mayer Brown LLP
Address Line 1: P.O. BOX 2828
Address Line 4: CHICAGO, ILLINOIS 60690-2828

ATTORNEY DOCKET NUMBER: 17550092

NAME OF SUBMITTER: William R. Siegel

SIGNATURE: /william r siegel/

DATE SIGNED: 12/28/2021

Total Attachments: 6

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of December 23, 2021 by and from Sport Maska Inc. (the "Grantor"), to and in favor of Canadian Imperial Bank of Commerce, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the "Grantee").

WHEREAS, Sport Maska Inc., as Canadian Borrower, CCM Hockey U.S., Inc., as U.S. Borrower, the guarantors from time to time party thereto, as Guarantors, Canadian Imperial Bank of Commerce, as Agent and the lenders from time to time party thereto (the "Lenders") have entered into that certain Amended and Restated Credit Agreement, dated as of December 23, 2021 (as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain of its Subsidiaries have entered into an Ontario law Pledge and Security Agreement dated as of September 1, 2017 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Security Agreement).

(b) The Grantor hereby pledges and grants to the Grantee, for and on behalf of the Secured Parties, a security interest in all trademarks, trade names, brands, trade dress, business names, uniform resource locators, domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill and other intellectual property rights, including the Trademarks, whether registered or not or the subject of a pending application for registration, owned by or licensed to the Grantor (collectively, the "Intellectual Property Rights").

(c) Nothing in this Confirmatory Grant shall constitute an assignment, grant or security interest or lien or attempted assignment, grant of security interest or lien in or of any Intellectual Property Right to the extent that such Intellectual Property Right is not assignable or requires the consent of a third party to its assignment or the grant of a security interest or lien therein unless such consent has been obtained, due to (i) its provisions, or (ii) Applicable Law. In each such case, the Grantor shall promptly, upon written request by the Grantee, acting reasonably, use its commercially reasonable efforts to obtain the consent of any necessary third party to the assignment of and grant of security interest and lien in such Intellectual Property Right under this Confirmatory Grant and to its further assignment by the Grantee to any third party as a result of the exercise by the Grantee of remedies after demand. Upon such consent being obtained or waived, this Confirmatory Grant shall apply to the applicable Intellectual Property Right without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to the grant of the security interest and assignment is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the Intellectual Property Right in question hold all benefit to be derived from such Intellectual Property Right in trust for the Grantee (including the Grantor's beneficial interest in any Intellectual Property Right which may be held in trust for the Grantee by a third party), as additional security for payment of the Secured Obligations owing by the Grantor and shall deliver up all such benefit to the Grantee, promptly upon demand by the Grantee.

3) Governing Law. **THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO WITHOUT PREJUDICE TO OR LIMITATION OF ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER THE LAWS OF ANY JURISDICTION WHERE PROPERTY OR ASSETS OF THE GRANTOR MAY BE FOUND.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

SPORT MASKA INC.

By: Yang
Name:
Title:

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

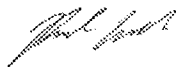
SPORT MASKA INC.

By: _____
Name:
Title:

Acknowledged and accepted:



CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By: 
Name: Brian Chisholm
Title: Authorized Signatory

By: 
Name: Paul Collins
Title: Authorized Signatory

Trademarks

OWNER	TRADEMARK	I.C.	APP. NO. DATE	REG. NO. DATE
SPORT MASKA INC.	CCM	12	74-006,145 1989-11-30	1,772,914 1993-05-25
		18		
		25		
		28		
SPORT MASKA INC.	C.C.M.	22	72-211,625 1965-02-09	799,786 1965-12-07
SPORT MASKA INC.	CCM ALL OUT	25	88-638,001 2019-10-01	
		28		
SPORT MASKA INC.	SUPER TACKS	28	88-386,393 2019-04-15	
SPORT MASKA INC.	TACKS	28	72-379,341 1970-12-22	934,407 1972-05-23
SPORT MASKA INC.	RIBCOR	28	86-967,813 2016-04-07	5,498,320 2018-06-19
SPORT MASKA INC.	RIBCOR	28	85-946,018 2013-05-30	4,569,608 2014-07-15
SPORT MASKA INC.	HEAT	28	76-478,917 2002-12-27	2,894,320 2004-10-19
SPORT MASKA INC.	F-I-T SYSTEM	28	76-487,947 2003-02-06	2,918,424 2005-01-18
SPORT MASKA INC.	VECTOR	28	76-478,918 2002-12-27	2,947,292 2005-05-10

OWNER	TRADEMARK	I.C.	APP. NO. DATE	REG. NO. DATE
SPORT MASKA INC.	COMFORT SERIES	28	76-479,046 2002-12-27	3,333,082 2007-11-13
		9		
SPORT MASKA INC.		18	88-116,268	
		25	2018-09-13	
		28		
SPORT MASKA INC.		9	88-642,610	6,212,482
		28	2019-10-04	2020-12-01
SPORT MASKA INC.	VECTOR	9	76-543,776	4,053,267
		28	2003-09-09	2011-11-08

TRADEMARK

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