

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698192

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tournament Sports Marketing 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: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77665131	G GAM	
Serial Number:	77507722	JACKSON	
Serial Number:	78646891	JACKSON ULTIMA	
Serial Number:	78646931	JACKSON ULTIMA	
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:	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		

CH \$115.00 77665131

Total Attachments: 5

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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 Tournament Sports Marketing 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 has entered into a Joinder Agreement dated as of December 23, 2021 to the 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.

TOURNAMENT SPORTS MARKETING INC.

By: Yang
Name:
Title:

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By: _____
Name:
Title:

By: _____
Name:
Title:

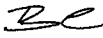
IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

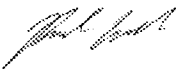
TOURNAMENT SPORTS MARKETING INC.

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
Tournament Sports Marketing Inc.			77-665131 2009-02-06	3762295 2010-03-23
Tournament Sports Marketing Inc.			77-507722 2008-06-25	3735751 2010-01-12
Tournament Sports Marketing Inc.	JACKSON ULTIMA		78-646891 2005-06-09	3173445 2006-11-21
Tournament Sports Marketing Inc.			78-646931 2005-06-09	3173446 2006-11-21