

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708175

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Canada Goose Inc.		02/11/2022	Corporation: ONTARIO
Baffin Limited		02/11/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Admin Agent		
Street Address:	199 Bay Street		
Internal Address:	4th Fl., Commerce Ct. W		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5911700	ARCTIC PROGRAM	
Registration Number:	5980490	CANADA GOOSE ADVENTURE TOURS	
Registration Number:	6042908	WINDBRIDGE	
Serial Number:	87666681	BORN IN THE NORTH. 1979	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	8888295817		
Email:	nikia.mcmillen@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	02/14/2022		

OP \$115.00 5911700

Total Attachments: 8

source=IP filing#page1.tif

source=IP filing#page2.tif

source=IP filing#page3.tif

source=IP filing#page4.tif

source=IP filing#page5.tif

source=IP filing#page6.tif

source=IP filing#page7.tif

source=IP filing#page8.tif

**ABL GRANT OF
SECURITY INTEREST IN TRADEMARKS**

THIS ABL GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of February 11, 2022 (this "*Agreement*"), is made by Canada Goose Inc., a corporation existing under the laws of Ontario ("*Canada Goose*"), and Baffin Limited, a corporation existing under the laws of Ontario ("*Baffin*"; and each of Goose and Baffin hereinafter referred to individually as a "*Grantor*" and collectively as the "*Grantors*"), in favor of Canadian Imperial Bank of Commerce ("*CIBC*"), as administrative agent and collateral agent (in such capacities, together with any successor agent appointed pursuant to the Credit Agreement, the "*Administrative Agent*") for the several banks and other financial institutions (the "*Lenders*") from time to time party to the Second Amended and Restated Credit Agreement, dated as of May 26, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "*Credit Agreement*"), among Canada Goose (together with its successors, by amalgamation or otherwise, and permitted assigns, "*CGI Borrower*"), the Swiss Borrower (as defined therein) (together with CGI Borrower, collectively, the "*Borrowers*"), the Lenders from time to time party thereto, and CIBC, as the Administrative Agent, the Swingline Lender and the Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans, and the Letter of Credit Issuer has agreed to issue Letters of Credit, to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of CGI Borrower that become a party thereto, have executed and delivered the Security Agreement, dated as of June 3, 2016, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "*Security Agreement*");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the trademarks, trademark registrations, and trademark applications, 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 that are not Excluded Property (collectively, the "*Trademarks*"); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans, to induce the Letter of Credit Issuer to issue Letters of Credit and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Bank

Product Agreements with Holdings, CGI Borrower and/or its Restricted Subsidiaries, each Grantor agrees, for the benefit of the Administrative Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. *Grant of Security Interest.* Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by such Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all proceeds therefrom (collectively, the “*Collateral*”), to the Administrative Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations; *provided* that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of such Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. *Purpose.* This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. *Termination or Release.* Upon the termination of the Security Agreement or release of a Grantor in accordance with the terms thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. *Acknowledgment.* Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower Representative and the Administrative Agent.

7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.


[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CANADA GOOSE INC.,
as Grantor


By: 
Name: David Forrest
Title: Senior Vice President and General Counsel

BAFFIN LIMITED,
as Grantor

By: 
Name: David Forrest
Title: Secretary

CANADIAN IMPERIAL BANK OF COMMERCE,
as the Administrative Agent

By: 
Name: Geoff Golding
Title: Authorized Signatory

By: 
Name: Anthony Tsuen
Title: Authorized Signatory

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Registrations

OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK
Canada Goose Inc.	5911700	November 19, 2019	ARTIC PROGRAM
Canada Goose Inc.	5980490	February 11, 2020	CANADA GOOSE ADVENTURE TOURS
Canada Goose Inc.	6042908	April 28, 2020	WINDBRIDGE

Applications

OWNER	APPLICATION NUMBER	FILING DATE	TRADEMARK
Baffin Limited	87666681	October 31, 2017	BORN IN THE NORTH. 1979