

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716740

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Canadian Railtour Company Ltd.		03/10/2022	Company:
RECEIVING PARTY DATA			
Name:	ALTER DOMUS (US) LLC		
Street Address:	225 W. WASHINGTON ST.		
Internal Address:	9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Registration Number:	6155974	ALL ABOARD AMAZING	
Registration Number:	6010571	CREATORS OF LIFE CHANGING EXPERIENCES	
Registration Number:	5809725	GOLDLEAF SERVICE	
Registration Number:	5248443	SILVERLEAF SERVICE	
Registration Number:	5809726	GOLDLEAF DELUXE SERVICE	
Registration Number:	6392134	PLATINUMLEAF SERVICE	
Registration Number:	5823994	ROCKY MOUNTAINEER RAILTOURS	
Registration Number:	5754168	ROCKY MOUNTAINEER VACATIONS	
Registration Number:	4330257	COASTAL PASSAGE	
Registration Number:	4066304	ROCKY MOUNTAINEER SILVERLEAF SERVICE	
Registration Number:	4054222		
Registration Number:	4009906	JOURNEY THROUGH THE CLOUDS	
Registration Number:	4009907	FIRST PASSAGE TO THE WEST	
Registration Number:	4012927	RAINFOREST TO GOLD RUSH	
Registration Number:	4009865		
Registration Number:	4032015	FRASER THE BEAR	
Registration Number:	2100715	ROCKY MOUNTAINEER	
Registration Number:	2446613	ROCKY MOUNTAINEER GOLDLEAF SERVICE	
		TRADEMARK	

OP \$515.00 6155974

Property Type	Number	Word Mark
Serial Number:	90461789	THE MOST SPECTACULAR TRAIN TRIP IN THE W
Serial Number:	90411125	ROCKIES TO THE RED ROCKS

CORRESPONDENCE DATA

Fax Number:

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.

Phone: 4168657502
Email: kdutka@torys.com
Correspondent Name: Katherine Dutka
Address Line 1: 79 Wellington St. W., Suite 3000
Address Line 4: Toronto, ONTARIO M5K 1N2

NAME OF SUBMITTER:	Katherine Dutka
SIGNATURE:	/Katherine Dutka/
DATE SIGNED:	03/25/2022

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented, replaced or otherwise modified from time to time, this **Agreement**) is made as of March 10, 2022 by **GREAT CANADIAN RAILTOUR COMPANY LTD.** (including each of its successors and permitted assigns, the “**Grantor**”) in favour of **ALTER DOMUS (US) LLC**, in its capacity as administrative agent and collateral agent (in such capacities, together with its successors and permitted assigns, the “**Agent**”).

AND WHEREAS, pursuant to a loan agreement dated as of the date hereof (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Loan Agreement**”) among, *inter alia*, Armstrong Hospitality Group Ltd., as borrower, the Agent and the lenders from time to time party thereto (collectively, the “**Lenders**”), the Lenders agreed to make certain facilities available to the Grantor upon the terms and conditions contained therein;

AND WHEREAS, pursuant to a security agreement dated as of the date hereof between the Grantor and the Agent (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Security Agreement**”), the Grantor granted a security interest to the Agent, for the benefit of the Secured Parties, in substantially all of the Grantor’s personal and after-acquired property, including, without limitation, the Collateral referred to in Section 1 below;

AND WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral (as defined below) for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent, for the benefit of the Secured Parties, agree as follows:

1. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement or Security Agreement, as applicable.

2. **Grant of Security.** The Grantor hereby grants to the Agent, for the benefit of the Secured Parties, a security interest and hypothec in and to all of the Grantor’s right, title and interest in and to all Trademarks, Patents, Industrial Designs and Copyrights, each as defined below (collectively, the “**Collateral**”):

- (a) all present and future right, title, and interest in and to the following: (i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all licenses of the foregoing, whether as licensee or licensor, except to the extent that the grant of the security interest, pledge or assignment as contemplated in this Agreement shall, under such license or applicable law, constitute or result in the abandonment, invalidation or unenforceability of such license or interest of the Grantor in the foregoing; (iii) all

renewals of the foregoing; (iv) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (iv) all rights corresponding to any of the foregoing throughout the world including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent for the benefit of the Secured Parties from time to time (collectively, the “**Trademarks**”);

- (b) all present and future right, title, and interest in and to: (i) any and all patent registrations and patent applications; (ii) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements thereof; and (v) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent for the benefit of the Secured Parties from time to time (collectively, the “**Patents**”);
- (c) all present and future right, title, and interest in and to: (i) any and all industrial design registrations and industrial design applications (ii) all reissues, divisions, continuations, renewals, extensions of the foregoing; (iii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (iv) all rights to sue for past, present, and future infringements thereof; and (v) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the industrial designs set forth in Schedule A hereto, as Schedule A¹ may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent for the benefit of the Secured Parties from time to time (collectively, the “**Industrial Designs**”);
- (d) right, title, and interest in and to the following: (i) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (ii) all renewals of any of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (iv) the right to sue for past, present,

¹ Note 1: Borrower to provide updated Schedule A on a post-closing basis.

and future infringements of any of the foregoing; and (v) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent for the benefit of the Secured Parties from time to time (collectively, the “**Copyrights**”).

3. Security for Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt and complete payment and performance of all Obligations.

4. Representations and Warranties. The Grantor hereby represents and warrants to, and agrees with, the Agent and the Lenders that Schedule A hereto accurately lists all material Collateral registered with the Canadian Intellectual Property Office and the United States Patent and Trademark Office as of the date hereof.

5. Authorization to Supplement. If the Grantor shall obtain rights to any new Collateral, this Agreement shall automatically apply thereto. The Grantor shall give prompt notice in writing to Agent with respect to any new material Collateral. Without limiting the Grantor’s obligations under this Section 5, the Grantor hereby authorizes Agent (at the direction of the Required Lenders) unilaterally to modify this Agreement by amending Schedule A to include any new Collateral of the Grantor (i) identified in such written notice provided by the Grantor or (ii) identified by the Agent or the Required Lenders through its own diligence, searches or investigations and confirmed as Collateral by written notice of Grantor to Agent. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Agent’s continuing security interest and hypothec in all Collateral, whether or not listed on Schedule A.

6. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with its Collateral and intellectual property licenses subject to a security interest hereunder.

7. Recordation. The Grantor authorizes this Agreement to be recorded at the Canadian Intellectual Property Office, the United States Patent and Trademark Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

8. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of each Security Agreement. The Grantor hereby acknowledges and confirms that the grant of the security interest and hypothec hereunder to, and the rights and remedies of, the Agent for the benefit of the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreements, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

9. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

10. Benefit of the Agreement

This Agreement shall be binding upon the successors and permitted assigns of the Grantor and shall benefit the successors and permitted assigns of the Agent and the Lenders.

11. Conflict of Terms; Entire Agreement

If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Loan Agreement, the rights and obligations of the Grantor, the Agent and the Lenders shall be governed by the provisions of the Loan Agreement. This Agreement together with the Loan Agreement and the other Loan Documents constitute the entire agreement between the Grantor and the Agent with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the Agent, the Lenders and the Grantor except as expressly set forth in this Agreement, the Loan Agreement and the other Loan Documents.

12. Severability

If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect. To the extent permitted by Applicable Law the parties hereby waive any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

13. Notices

Any demand, notice or other communication to be given in connection with this Agreement shall be made in accordance with the provisions of the Loan Agreement.

14. Modifications; Waivers; Assignment

This Agreement may not be amended or modified in any respect except by written instrument signed by the Grantor and the Agent. No waiver of any provision of this Agreement by the Agent shall be effective unless the same is in writing and signed by the Agent, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given. The rights of the Agent under this Agreement may only be assigned in accordance with the requirements of the Loan Agreement. The Grantor shall not assign its obligations under this Agreement without the prior written consent of the Agent (acting at the direction of the Required Lenders). Any assignee of the Agent shall be bound hereby, *mutatis mutandis*.

15. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts and all such signed counterparts constitute one and the same agreement. Delivery by electronic means (i.e. "pdf" or "tif") of an originally executed signature

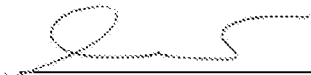
page to this security agreement by a party is as effective as personal delivery of such signature page.

16. Benefit of the Agent and the Secured Parties. This Agreement is solely for the benefit of the Agent and the other Secured Parties and under no circumstances whatsoever shall this Agreement be construed to impose any to any duties upon the Agent or any other Secured Party. The rights, privileges, protections, immunities and benefits afforded to the Agent, including, without limitation, its right to be indemnified, under the Loan Agreement shall be afforded to the Agent for all purposes of this Agreement as if fully set forth herein mutatis mutandis. Notwithstanding anything contained herein to the contrary, the Agent shall not be obligated to take any discretionary action or exercise any discretionary rights or powers, including any obligation to provide any requests, elections, consents, directions, determinations, acceptances, rejections or other similar actions pursuant to this Agreement unless it shall have first been so directed by the Required Lenders in accordance with the terms of the Loan Agreement, and the Agent shall not be liable for any failure or delay in taking such actions resulting from any failure or delay by the Required Lenders in providing such directions.

[signatures begin on next page]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

**GREAT CANADIAN RAILTOUR
COMPANY LTD.**

By: 
Name: Sherry Tryssenaar
Title: SVP & Chief Financial Officer

[Signature Page – Intellectual Property Security Agreement]