

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM731775

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ESP Promo Incorporated		05/31/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	HSBC Bank Canada		
Street Address:	16 York Street		
Internal Address:	Suite 600		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 0E6		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	4996051	EURO DESIGN	
Registration Number:	4796183	BIENNE	
Registration Number:	4739841	K&R NEW YORK	
Registration Number:	4574642	PROMOBILIA	
Registration Number:	4574643	PROMOBILIA	
Registration Number:	4309454	SWISS FORCE	
Registration Number:	3438058	PROMONOW	
Registration Number:	3164172		
CORRESPONDENCE DATA			
Fax Number:	6137839690		
<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:	6137839644		
Email:	anna.clark@dentons.com		
Correspondent Name:	Anna Clark		
Address Line 1:	99 Bank Street		
Address Line 2:	Suite 1420		
Address Line 4:	Ottawa, CANADA K1P 1H4		
NAME OF SUBMITTER:	Anna Clark		

OP \$215.00 4996051

SIGNATURE:	/Anna Clark/
DATE SIGNED:	06/01/2022
Total Attachments: 8 source=ESP Promo security agreement#page1.tif source=ESP Promo security agreement#page2.tif source=ESP Promo security agreement#page3.tif source=ESP Promo security agreement#page4.tif source=ESP Promo security agreement#page5.tif source=ESP Promo security agreement#page6.tif source=ESP Promo security agreement#page7.tif source=ESP Promo security agreement#page8.tif	

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS ESP Promo Incorporated (the "**Debtor**") is the owner of the intellectual property set forth in Schedule A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Debtor has delivered a general security agreement dated October 20, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") to HSBC Bank Canada (the "**Secured Party**"), and all terms used herein as defined terms shall have the respective meanings ascribed thereto in the Security Agreement;

AND WHEREAS pursuant to the Security Agreement, the Debtor pledges, assigns, mortgages, charges and hypothecates to the Secured Party and grants to the Secured Party a security interest in favour of the Secured Party in, *inter alia*, all present and future intangibles of the Debtor, including all of its present and future goodwill, intellectual property and choses in action of every nature and kind, including without limitation the Intellectual Property (the "**Security Interest**");

AND WHEREAS the Debtor and the Secured Party desire to record this Confirmation with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide third parties with notice of the grant of the Security Interest;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms and obligations set forth in the Security Agreement, the Debtor hereby confirms the granting of the Security Interest to the Secured Party.

The Debtor agrees that this Confirmation may be recorded with the Canadian Intellectual Property Office and the United States Patent and Trademark Office and such other authorities as the Secured Party desires to provide notice to third parties of the Security Interest granted under the Security Agreement.

Notwithstanding the foregoing, nothing herein shall be deemed to supersede, nor shall anything herein be used for the purpose of interpreting, the Security Agreement, and this Confirmation is not intended to alter in any way the rights or obligations of the Debtor or the Secured Party set forth in the Security Agreement. For the avoidance of doubt, if the terms of this Confirmation conflict with the Security Agreement, the terms of the Security Agreement shall govern.


This Confirmation shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

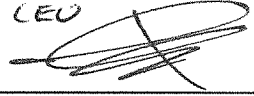
[Remainder of page intentionally blank; signature page follows.]

DATED as of the 31st day of May, 2022.

DEBTOR:

ESP PROMO INCORPORATED

Per: 
Name: RICHARD FURKSER
Title: CEO

Per: 
Name: RICHARD FURKSER
Title: CEO

I/We have the authority to bind the Debtor.

SECURED PARTY:

HSBC BANK CANADA

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have the authority to bind the Bank.

DATED as of the 31st day of May, 2022.

DEBTOR:

ESP PROMO INCORPORATED

Per: _____

Name:

Title:

Per: _____


Name:

Title:

I/We have the authority to bind the Debtor.

SECURED PARTY:

HSBC BANK CANADA

Per:  _____

Name: John Borch

Title: Assistant Vice-President.

Per:  _____

Name: Brian Pettit

Title: Assistant Vice-President

I/We have the authority to bind the Bank.