

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM732306

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Indigo Books & Music Inc.		06/02/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Trilogy Retail Holdings Inc.		
Street Address:	161 Bay Street, Suite 4900		
Internal Address:	P.O. Box 700		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Serial Number:	90127048	NÓTA	
Serial Number:	88794260	OUI	
Serial Number:	88788666	OUI STUDIO	
Serial Number:	88497245	THOUGHTFULL	
Serial Number:	87890581	LOVE & LORE	
Serial Number:	87890593	AURIA	
Serial Number:	87867503	INDIGOBABY	
Serial Number:	87847688	!NDIGOKIDS	
Serial Number:	87828006	ENRICH YOUR LIFE	
Serial Number:	87493395	!NDIGOLIFE	
Serial Number:	87493439	!NDIGOLIFE	
Serial Number:	86983264	RECO	
Serial Number:	86963600	RECO	
Serial Number:	86838703	STORIES CONNECT US	
Serial Number:	86982903	!NDIGO	
Serial Number:	86434226	!NDIGO	
CORRESPONDENCE DATA			

OP \$415.00 90127048

Fax Number: 4168657380

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: 14168657697

Email: jkkim@torys.com

Correspondent Name: Torys LLP

Address Line 1: 79 Wellington Street West

Address Line 2: 30th Floor, Box 270, TD South Tower

Address Line 4: Toronto, CANADA M5K 1N2

NAME OF SUBMITTER:	Julie Kim
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SIGNATURE:	/JULIE KIM/
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DATE SIGNED:	06/03/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**"), dated as of June 2, 2022, is made by and between Indigo Books & Music Inc., a corporation formed under the laws of the Province of Ontario (the "**Grantor**") in favour of Trilogy Retail Holdings Inc., a corporation formed under the laws of the Province of Ontario (the "**Lender**").

WHEREAS, the Grantor has entered into a loan agreement dated as of the date hereof (as the same may be amended, modified, supplemented, restated, extended, renewed, superseded or refinanced from time to time, the "**Loan Agreement**"), with the Lender.

WHEREAS, as a condition precedent to closing of the Loan Agreement, the Grantor has executed and delivered to the Lender that security agreement dated as of the date hereof, made by and between the Grantor and the Lender (as the same may be amended, modified, supplemented, restated, extended, renewed, superseded or refinanced from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Lender a security interest in, among other property, certain intellectual property of the Grantor, and has agreed to execute and deliver this IP Security Agreement for recording with the Canadian Intellectual Property Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. The Grantor hereby pledges and grants to the Lender a security interest in and to all of the right, title, and interest of the Grantor in, to, and under the following (the "**IP Collateral**"):

- (a) the patents and patent applications set forth in Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "**Patents**");
- (b) the trademark registrations and applications set forth in Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "**Trademarks**");
- (c) the copyright registrations set forth in Schedule 3 hereto, and all extensions and renewals thereof (the "**Copyrights**");
- (d) all rights of any kind whatsoever of the Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- (e) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims

for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. The Grantor authorizes the Commissioner for Patents and the Registrar for Trademarks, the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Lender.

3. Loan Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Lender with respect to the IP Collateral are as provided by the Loan Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.


5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

INDIGO BOOKS & MUSIC INC.

By: 

Name: Peter Ruis

Title: President

By: 

Name: Craig Loudon

Title: Chief Financial Officer

SCHEDULE 1

PATENTS

NIL.

SCHEDULE 2

TRADEMARKS

Citation	Jurisdiction	Application Number	Application Date	Registration Number	Registration Date
NÓTA	United States	App 90127048	App 20-AUG-2020		
OUI	United States	App 88794260	App 12-FEB-2020		
OUI STUDIO	United States	App 88788666	App 07-FEB-2020		
THOUGHTFULL	United States	App 88497245	App 02-JUL-2019		
LOVE & LORE	United States	App 87890581	App 24-APR-2018	Reg 6303584	Reg 30-MAR-2021
AURIA	United States	App 87890593	App 24-APR-2018		
INDIGOBABY	United States	App 87867503	App 08-APR-2018	Reg 5875113	Reg 01-OCT-2019
INDIGOKIDS	United States	App 87847688	App 23-MAR-2018	Reg 5770938	Reg 04-JUN-2019
ENRICH YOUR LIFE	United States	App 87828006	App 09-MAR-2018	Reg 5770853	Reg 04-JUN-2019
INDIGOLIFE	United States	App 87493395	App 16-JUN-2017		
INDIGOLIFE	United States	App 87493439	App 16-JUN-2017		
RECO	United States	App 86983264	App 04-APR-2016	Reg 5351333	Reg 05-DEC-2017
RECO	United States	App 86963600	App 04-APR-2016	Reg 5233557	Reg 27-JUN-2017
STORIES CONNECT US	United States	App 86838703	App 03-DEC-2015	Reg 5847929	Reg 03-SEP-2019
INDIGO	United States	App 86982903	App 24-OCT-2014	Reg 5357543	Reg 19-DEC-2017
INDIGO	United States	App 86434226	App 24-OCT-2014	Reg 5525103	Reg 24-JUL-2018
INDIGO PRESS	Canada	App 2164588	App 04-FEB-2022		
NÓTA	Canada	App 2045160	App 12-AUG-2020		
OUI Design	Canada	App 2010519	App 06-FEB-2020		
OUI STUDIO	Canada	App 2008533	App 29-JAN-2020		
THOUGHTFULL	Canada	App 1959482	App 26-APR-2019		
ENRICH YOUR LIFE	Canada	App 1958240	App 18-APR-2019		
ENRICHISSEZ VOTRE VIE	Canada	App 1958242	App 18-APR-2019		
BOOKS ARE JUST THE BEGINNING	Canada	App 1898663	App 11-MAY-2018	Reg TMA1103278	Reg 06-JUL-2021
YOUR HAPPY PLACE	Canada	App 1895543	App 24-APR-2018	Reg TMA1103277	Reg 06-JUL-2021
INDIGOBABY Design	Canada	App 1892987	App 11-APR-2018	Reg TMA1113721	Reg 10-NOV-2021
INDIGOKIDS Design	Canada	App 1890486	App 27-MAR-2018	Reg TMA1093433	Reg 10-FEB-2021
INDIGO PAPER	Canada	App 1888060	App 14-MAR-2018	Reg TMA1090963	Reg 06-JAN-2021
LOVE & LORE	Canada	App 1886452	App 06-MAR-2018	Reg TMA1086385	Reg 28-OCT-2020
AURIA	Canada	App 1886455	App 06-MAR-2018		
INDIGO DIGITAL	Canada	App 1886178	App 05-MAR-2018	Reg TMA1078969	Reg 26-MAY-2020
INDIGOLIFE	Canada	App 1841645	App 08-JUN-2017	Reg TMA1125632	Reg 12-APR-2022
INDIGO	Canada	App 1826008	App 07-MAR-2017	Reg TMA1055900	Reg 23-SEP-2019

CHAUSSETTES DE LECTURE	Canada	App 1817992	App 13-JAN-2017	Reg TMA1009317	Reg 20-NOV-2018
A ROOM OF HER OWN	Canada	App 1816695	App 04-JAN-2017	Reg TMA1032047	Reg 25-JUN-2019
JOY OF THE TABLE	Canada	App 1816691	App 04-JAN-2017	Reg TMA1063604	Reg 19-NOV-2019
READ THE NORTH	Canada	App 1816693	App 04-JAN-2017	Reg TMA1032058	Reg 25-JUN-2019
THE WORLD NEEDS MORE CANADA	Canada	App 1815803	App 23-DEC-2016	Reg TMA1043979	Reg 23-JUL-2019
READING SOCKS	Canada	App 1813083	App 07-DEC-2016	Reg TMA1011716	Reg 20-DEC-2018
STORIES CONNECT US	Canada	App 1758876	App 10-DEC-2015	Reg TMA992712	Reg 19-MAR-2018
RECO	Canada	App 1748686	App 01-OCT-2015	Reg TMA994067	Reg 10-APR-2018
GREAT BOOKS ARE JUST THE BEGINNING	Canada	App 1714449	App 09-FEB-2015	Reg TMA956735	Reg 29-NOV-2016
GREAT BOOKS ARE JUST THE BEGINNING	Canada	App 1713709	App 03-FEB-2015	Reg TMA1029635	Reg 20-JUN-2019
INDIGOHOME	Canada	App 1644182	App 19-SEP-2013	Reg TMA992455	Reg 14-MAR-2018
INDIGOTECH	Canada	App 1635081	App 15-JUL-2013	Reg TMA975467	Reg 11-JUL-2017
INDIGO	Canada	App 1599555	App 24-OCT-2012	Reg TMA967315	Reg 03-APR-2017
INDIGO & DESIGN	Canada	App 1599556	App 24-OCT-2012	Reg TMA967316	Reg 03-APR-2017
INDIGO.CA	Canada	App 1591449	App 24-AUG-2012	Reg TMA850755	Reg 13-MAY-2013
HEATHER'S PICKS	Canada	App 1589802	App 13-AUG-2012	Reg TMA862343	Reg 09-OCT-2013
THE WORLD NEEDS MORE CANADA	Canada	App 1587759	App 26-JUL-2012	Reg TMA965387	Reg 10-MAR-2017
INDIGO SPOTLIGHT	Canada	App 1564290	App 15-FEB-2012	Reg TMA979065	Reg 22-AUG-2017
INDIGO BABY & Ducks Design	Canada	App 1549156	App 25-OCT-2011	Reg TMA837272	Reg 28-NOV-2012
INDIGOKIDS	Canada	App 1548336	App 19-OCT-2011	Reg TMA861679	Reg 01-OCT-2013
INDIGOSWEETS	Canada	App 1542624	App 08-SEP-2011	Reg TMA877894	Reg 14-MAY-2014
INDIGO ENRICH YOUR LIFE	Canada	App 1508720	App 21-DEC-2010	Reg TMA868569	Reg 08-JAN-2014
PLUM	Canada	App 1505447	App 25-NOV-2010	Reg TMA865863	Reg 25-NOV-2013
PLUM REWARDS ENRICH YOUR LIFE Design	Canada	App 1501920	App 29-OCT-2010	Reg TMA809793	Reg 21-OCT-2011
PLUM SCRIPT Design	Canada	App 1500849	App 22-OCT-2010	Reg TMA819241	Reg 06-MAR-2012
DES PRIMES QUI PORTENT FRUIT	Canada	App 1494147	App 31-AUG-2010	Reg TMA826058	Reg 11-JUN-2012
Indigo love of reading foundation Adopt a School & Design	Canada	App 1493098	App 20-AUG-2010	Reg TMA806314	Reg 08-SEP-2011
INDIGO LOVE OF READING FOUNDATION & BOOK Design	Canada	App 1492918	App 19-AUG-2010	Reg TMA808740	Reg 12-OCT-2011
ENRICHISSEZ VOTRE VIE	Canada	App 1483677	App 03-JUN-2010	Reg TMA808736	Reg 12-OCT-2011
ENRICH YOUR LIFE	Canada	App 1483675	App 03-JUN-2010	Reg TMA808735	Reg 12-OCT-2011
PLUM Design	Canada	App 1477130	App 15-APR-2010	Reg TMA825724	Reg 07-JUN-2012
PRIMES PRIVILÈGE	Canada	App 1475132	App 30-MAR-2010	Reg TMA798177	Reg 20-MAY-2011
PLUM	Canada	App 1461989	App 03-DEC-2009	Reg TMA798165	Reg 20-MAY-2011
INDULGE	Canada	App 1449733	App 27-AUG-2009	Reg TMA779168	Reg 06-OCT-2010

PISTACHIO & Design	Canada	App 1382727	App 08-FEB-2008	Reg TMA765526	Reg 30-APR-2010
LOVE OF READING	Canada	App 1372668	App 19-NOV-2007	Reg TMA735335	Reg 26-FEB-2009
INDIGO LOVE OF READING FOUNDATION	Canada	App 1372670	App 19-NOV-2007	Reg TMA735336	Reg 26-FEB-2009
PISTACHIO	Canada	App 1360391	App 20-AUG-2007	Reg TMA765107	Reg 27-APR-2010
DES CADEAUX QUI TOUCHENT LE COEUR ET L'ESPRIT	Canada	App 1308921	App 13-JUL-2006	Reg TMA788996	Reg 28-JAN-2011
GIFTS THAT TOUCH THE HEART, MIND AND SOUL	Canada	App 1293138	App 10-MAR-2006	Reg TMA743672	Reg 16-JUL-2009
INDIGOFLOWERS	Canada	App 1293146	App 10-MAR-2006	Reg TMA758494	Reg 01-FEB-2010
INDIGOMIX	Canada	App 1290992	App 22-FEB-2006	Reg TMA686565	Reg 25-APR-2007
INDIGO LOVE OF READING FUND	Canada	App 1274461	App 04-OCT-2005	Reg TMA681292	Reg 07-FEB-2007
INDIGO TRUSTED ADVISOR	Canada	App 1274243	App 30-SEP-2005	Reg TMA679332	Reg 11-JAN-2007
VOICES ADVISORY PANEL	Canada	App 1264732	App 13-JUL-2005	Reg TMA690162	Reg 19-JUN-2007
INDIGOSPIRIT	Canada	App 1260444	App 08-JUN-2005	Reg TMA732980	Reg 22-JAN-2009
INDIGOBABY	Canada	App 1255768	App 28-APR-2005	Reg TMA731664	Reg 02-JAN-2009
INDIGOLIFE	Canada	App 1255770	App 28-APR-2005	Reg TMA731662	Reg 02-JAN-2009
CHAPTERS OUTLET	Canada	App 1255780	App 28-APR-2005	Reg TMA702218	Reg 04-DEC-2007
INDIGO BOOKS MUSIC & MORE	Canada	App 1129561	App 29-JAN-2002	Reg TMA626432	Reg 24-NOV-2004
CHAPTERS.INDIGO.CA	Canada	App 1129566	App 29-JAN-2002	Reg TMA613798	Reg 29-JUN-2004
IREWARDS	Canada	App 1122616	App 16-NOV-2001	Reg TMA806354	Reg 09-SEP-2011
INDIGO AT YOUR SERVICE Design	Canada	App 1062748	App 09-JUN-2000	Reg TMA599784	Reg 19-JAN-2004
CULTURAL DEPARTMENT STORE	Canada	App 1035489	App 09-NOV-1999	Reg TMA624848	Reg 05-NOV-2004
INDIGO	Canada	App 851527	App 22-JUL-1997	Reg TMA510146	Reg 26-MAR-1999
INDIGO & DESIGN	Canada	App 851528	App 22-JUL-1997	Reg TMA510147	Reg 26-MAR-1999
INDIGO! CAFE	Canada	App 835500	App 04-FEB-1997	Reg TMA529630	Reg 21-JUN-2000
CHAPTERS	Canada	App 798856	App 04-DEC-1995	Reg TMA487575	Reg 02-JAN-1998
CHAPTERS	Canada	App 781665	App 28-APR-1995	Reg TMA481293	Reg 22-AUG-1997
CHAPTERS & DESIGN	Canada	App 776962	App 03-MAR-1995	Reg TMA559743	Reg 26-MAR-2002
CHAPTERS	Canada	App 773870	App 25-JAN-1995	Reg TMA466708	Reg 29-NOV-1996
COLES FOR KIDS	Canada	App 741423	App 16-NOV-1993	Reg TMA472432	Reg 12-MAR-1997
WORLD'S BIGGEST BOOKSTORE	Canada	App 737279	App 20-SEP-1993	Reg TMA472192	Reg 06-MAR-1997
COLES NOTES	Canada	App 701729	App 26-MAR-1992	Reg TMA520052	Reg 30-NOV-1999
SMITHBOOKS	Canada	App 664833	App 17-AUG-1990	Reg TMA420199	Reg 03-DEC-1993
COLES	Canada	App 615148	App 14-SEP-1988	Reg TMA368534	Reg 11-MAY-1990
THE BOOK COMPANY & DESIGN	Canada	App 603258	App 21-MAR-1988	Reg TMA366114	Reg 02-MAR-1990
COLES THE BOOK PEOPLE	Canada	App 314688	App 12-JUL-1968	Reg TMA164792	Reg 22-AUG-1969

**SCHEDULE 3
COPYRIGHTS**

NIL.