

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM757725

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	Security Agreement		
RESUBMIT DOCUMENT ID:	900706643		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Polycor Inc.		05/06/2022	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	100 King Street West		
Internal Address:	18th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Banking Corp: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4722471	CAMBRIAN BLACK	
Registration Number:	5664629	CHEROKEE	
Registration Number:	4691028	SAINT PIERRE	
Registration Number:	6104942	WHITE CHEROKEE	
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:	3122883582		
Email:	alyssa.howard@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 S LaSalle Street		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60601		
NAME OF SUBMITTER:	Michelle A. Covert		
SIGNATURE:	/Michelle A. Covert/		
DATE SIGNED:	09/27/2022		

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”), dated as of May 6, 2022 is made by POLYCOR INC. (“**Grantor**”) in favor of BANK OF MONTREAL, in its capacity as administrative agent (together with its successors and assigns, the “**Agent**”), on behalf of (i) itself, as Agent, and (ii) the Lenders, Hedge Lenders and Service Lenders (as such terms are defined in the Credit Agreement referred to below).

WHEREAS, the Grantor owns the Trademarks (as hereinafter defined) set out in Schedule 1 annexed hereto;

AND WHEREAS, the Grantor and the Agent are parties to a Senior Secured Credit Agreement dated April 29, 2022 (as amended, extended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”). Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Credit Agreement;

AND WHEREAS, as security for its obligations under the Loan Documents, Eligible Hedging Agreements and Other Secured Agreements (together with each addendum thereto) the Grantor has agreed to grant to the Agent a security interest in the Trademark Collateral (as defined below) and to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Agent a security interest in all of the Grantor’s right, title and interests in the trademarks (including service marks), slogans, logos, designs, certification marks, trade dress, corporate names, trade names, domain names or other indicia of source, whether registered or unregistered, owned by, assigned to, or in the case of intent-to-use trademarks, held for use by the Grantor and all registrations and applications for the foregoing in the United States (“**Trademarks**”), including those trademark registrations and applications listed on Schedule 1 annexed hereto, together with any and all of the Grantor’s right, title and interests in (i) rights and privileges arising under applicable requirements of law with respect to such Grantor’s use of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto, (iv) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilutions or violations thereof or unfair competition therewith, (v) rights corresponding thereto throughout the world and (vi) rights to sue for past, present and future infringements, dilutions or violations thereof or unfair competition therewith (“**Trademark Collateral**”). Notwithstanding the foregoing, the Trademark Collateral does not include any intent-to-use application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051 (each, an “**Intent-to-Use Application**”) for so long as the applicable Intent-to-Use Application comprises Excluded Collateral (as defined in the Credit Agreement).

Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Trademark Security Agreement.

This security interest is granted in conjunction with the security interests granted to the Agent pursuant to that certain Ontario-law governed pledge and security agreement dated as of April 29, 2022, between, among others, the Grantor and the Agent (the “**Pledge and Security Agreement**”). The parties do hereby further acknowledge and affirm that the rights and remedies

of the parties with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which 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 Pledge and Security Agreement, the terms of the Pledge and Security Agreement shall control.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and which together will constitute one and the same agreement.

For the avoidance of doubt, the words “delivery,” “execute,” “execution,” “signed,” “signature,” and words of like import in this Agreement shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act; *provided* that notwithstanding anything contained herein to the contrary the Agent is under no obligation to agree to accept electronic signatures in any form or in any format unless expressly agreed to by the Agent pursuant to procedures approved by it; *provided, further*, without limiting the foregoing, upon the request of the Agent, any electronic signature shall be promptly followed by such manually executed counterpart.

This Agreement shall, except to the extent that the laws of another jurisdiction apply to the Trademarks or any part thereof, be governed by and construed in accordance with the internal laws of the State of New York, without regard to conflicts of law principles.

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

POLYCOR INC.

By: MS

Name: Michael Singh
Title: Chief Financial Officer

Patrick Pirus

Name: Patrick Pirus
Title: President and Chief Executive Officer

Acknowledged:
BANK OF MONTREAL

By: _____

Name:
Title:

Name:
Title:

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

POLYCOR INC.

By: _____

Name: Michael Singh
Title: Chief Financial Officer

Name: Patrick Pérus
Title: President and Chief Executive Officer

Acknowledged:
BANK OF MONTREAL

By: *Masrur Khan*

Name: Masrur Khan
Title: Director

 Issam Majeed

Name: Issam Majeed
Title: Senior Director, Loan Syndications

Schedule 1 – United States Trademarks

I. Registered Trademarks

Trademark	Appl. No. Date	Reg. No. Date	Status
CAMBRIAN BLACK	App 86234293 App 27-MAR-2014	Reg 4722471 Reg 21-APR-2015	Registered
CHEROKEE	App 87711680 App 07-DEC-2017	Reg 5664629 Reg 29-JAN-2019	Registered
SAINT PIERRE	App 86212434 App 05-MAR-2014	Reg 4691028 Reg 24-FEB-2015	Registered
WHITE CHEROKEE	App 88445037 App 24-MAY-2019	Reg 6104942 Reg 21-JUL-2020	Registered