

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM746986

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kore Outdoor Ltd.		08/09/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce, as Agent		
Street Address:	595 Bay Street, 5th Floor, Atrium on Bay		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5G2C2		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 40			
Property Type	Number	Word Mark	
Registration Number:	2935539	ARCTIC INFERNO	
Registration Number:	4555854		
Registration Number:	4166608	BASIC TRAINING	
Registration Number:	4397000	BIO FILL	
Registration Number:	2929235	BLAZE	
Registration Number:	3116514	BLAZE	
Registration Number:	3312252	BRONZE	
Registration Number:	4521450	CRAZE	
Registration Number:	3154669	DRAXXUS	
Registration Number:	2950395	DRAXXUS	
Registration Number:	3898175	DXS	
Registration Number:	3905249	ECOFILL	
Registration Number:	3393150	FROSTBITE	
Registration Number:	4339223	G.I. VISION	
Registration Number:	3926926	GI SPORTZ	
Registration Number:	3990579	GI SPORTZ	
Registration Number:	3312250	GOLD	
Registration Number:	3500231	GRILL	
Registration Number:	4899109	HDR HIGH DEFINITION REFRACTIVE LENS	

CH \$1015.00 2935539

Property Type	Number	Word Mark
Registration Number:	2929233	HELLFIRE
Registration Number:	3958647	IMPERIAL
Registration Number:	2929234	INFERNO
Registration Number:	3063251	INFERNO
Registration Number:	5142333	LEVEL
Registration Number:	5511757	LEVEL
Registration Number:	5142334	LVL
Registration Number:	2929236	MIDNIGHT
Registration Number:	3118456	NXL
Registration Number:	3153000	PODIUM
Registration Number:	2180812	PROBALL
Registration Number:	3312251	SILVER
Registration Number:	4206627	SLEEK
Registration Number:	4909667	THRUST
Registration Number:	3442271	TRIUMPH
Registration Number:	3445133	VFORCE
Registration Number:	4555857	X BALL
Registration Number:	2968809	XBALL
Registration Number:	1797951	ZAP
Registration Number:	3252966	ZAP
Serial Number:	90064607	ARMOR

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 6179799376

Email: christine.slattery@whitecase.com

Correspondent Name: Christine Slattery, Sr. Legal Assistant

Address Line 1: 75 State Street

Address Line 2: White & Case LLP

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 1108582.0027

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 08/09/2022

Total Attachments: 5

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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Confirmatory Grant”) is made effective as of August 9, 2022 by and from Kore Outdoor Ltd., an Ontario corporation (the “Grantor”), to and in favor of Canadian Imperial Bank of Commerce, for itself and as Agent (as defined in the Credit Agreement referenced below) for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, the “Grantee”).

WHEREAS, the Grantor, as Borrower, Canadian Imperial Bank of Commerce, as Agent and the lenders from time to time party thereto (the “Lenders”) have entered into that certain Senior Secured Credit Agreement, dated as of August 9, 2022 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

WHEREAS, the Grantor has entered into a Pledge and Security Agreement dated as of August 9, 2022 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, the Grantor owns the trademarks listed on Schedule A attached hereto (the “Trademarks”), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been executed in conjunction with the security interest granted under the Security Agreement to the Grantee for the benefit of the Secured Parties. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the prompt and complete performance and payment of all the Secured Obligations (as defined in the Security Agreement).


(b) The Grantor hereby pledges and grants to the Grantee, on behalf of and for the benefit of the Secured Parties, a security interest in all of the Grantor’s right, title and interest, wherever located and whether now owned or hereafter acquired, in and to (1) its trademarks (including service marks), trade names, trade styles, trade dress and the registrations and applications for registration thereof, including the Trademarks and the goodwill of the business symbolized by the foregoing; (2) all renewals of the foregoing; (3) all income, royalties, damages, claims and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (4) 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 (5) all rights corresponding to any of the foregoing throughout the world.

3) Governing Law. **THIS CONFIRMATORY GRANT AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS CONFIRMATORY GRANT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE IN THE PROVINCE OF ONTARIO WITHOUT PREJUDICE TO OR LIMITATION OF ANY OTHER RIGHTS OR REMEDIES AVAILABLE UNDER THE LAWS OF ANY JURISDICTION WHERE PROPERTY OR ASSETS OF THE GRANTOR MAY BE FOUND.**

IN WITNESS WHEREOF, the Grantor has executed this Confirmatory Grant effective as of the date first written above.

KORE OUTDOOR LTD.

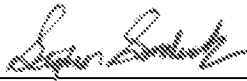
By: 
Name: Peter Dowse
Title: Chairperson

Signature Page to Grant of Security Interest in United States Intellectual Property

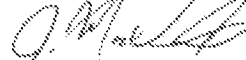
TRADEMARK
REEL: 007816 FRAME: 0181

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By:  _____

Name: Stephen Smaluck
Title: Authorized Signatory

By:  _____

Name: Jesse MacDonald
Title: Authorized Signatory

Signature Page to Grant of Security Interest in United States Intellectual Property

TRADEMARK
REEL: 007816 FRAME: 0182

Schedule A

Trademarks

Mark	App. No.	App. Date	Reg. No.	Reg. Date
ARMOR	90064607	July 21, 2020	PENDING	PENDING
ARTIC INFERNO	78/222755	Mar 7, 2003	2935539	Mar 22, 2005
Ballhead Design®	86/117902	Nov 13, 2013	4555854	Jun 24, 2014
BASIC TRAINING ®	85/299959	Apr 20, 2011	4166608	Jul 3, 2012
BIO FILL ®	85/537114	Feb 8, 2012	4397000	Sep 3, 2013
BLAZE	76/351502	12/21/2001	2929235	Mar 1, 2005
BLAZE	78/578250	Mar 2, 2005	3116514	Jul 18, 2006
BRONZE	78/895444	May 30, 2006	3312252	Oct 16, 2007
CRAZE ™	86/066580	Sep 17, 2013	4521450	Apr 29, 2014
DRAXXUS	78/095313	Nov 27, 2001	3154669	Oct 10, 2006
DRAXXUS	78/975864	Nov 27, 2001	2950395	May 10, 2005
DXS®	78/930554	Jul 17, 2006	3898175	Dec 28, 2010
ECOFILL®	77/814251	Aug 27, 2009	3905249	Jan 11, 2011
FROSTBITE	78/792518	Jan 16, 2006	3393150	Mar 4, 2008
G.I. VISION ®	85/285175	Apr 4, 2011	4339223	May 21, 2013
GI SPORTZ (CLASS 28)	77/981102	May 22, 2009	3926926	Mar 1, 2011
GI SPORTZ (ITU)	77/743394	May 22, 2009	3990579	Jul 5, 2011
GOLD	78/895418	May 30, 2006	3312250	Oct 16, 2007
GRILL®	78/882272	May 12, 2006	3500231	Sep 9, 2008
HDR Design	86/276851	May 9, 2014	4899109	Feb 9, 2016
HELLFIRE	76/351500	Dec 21, 2001	2929233	Mar 1, 2005
IMPERIAL®	77/807900	Aug 19, 2009	3958647	May 10, 2011
INFERNO	76/351501	Dec 21, 2001	2929234	Mar 1, 2005
INFERNO (Design)®	78/578262	Mar 2, 2005	3063251	Feb 28, 2006
LEVEL	86/552978	Mar 4, 2015	5142333	Feb 14, 2017
LEVEL (DESIGN)	87636273	Oct 6, 2017	5511757	Jul 10, 2018
LVL	86/552995	Mar 4, 2015	5142334	Feb 14, 2017
MIDNIGHT®	76/351503	December 21, 2001	2929236	Mar 1, 2005
NXL ®	78/977005	Sep 26, 2002	3118456	Jul 18, 2006
PODIUM ®	78/578992	Mar 3, 2005	3153000	Oct 10, 2006
PROBALL®	75/370116	Oct 8, 1997	2180812	Aug 11, 1998
SILVER	78/895433	May 30, 2006	3312251	Oct 16, 2007
SLEEK®	85/163520	Oct 28, 2010	4206627	Nov 11, 2012
THRUST®	86/423019	Oct 14, 2014	4909667	Mar 1, 2016
TRIUMPH	78//549696	Jan 19, 2005	3442271	Jun 3, 2008
VFORCE®	78/543061	Jan 6, 2005	3445133	Jun 10, 2008
X BALL	86117924	November 13, 2013	4555857	June 24, 2014
XBALL	78/975962	Aug 21, 2002	2968809	Jul 12, 2005
ZAP	74238146	Jan 16, 1992	1797951	Oct 12, 1993
ZAP®	78621727	May 3, 2005	3252966	Jun 19, 2007

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RECORDED: 08/09/2022

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