

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM761876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MEC Mountain Equipment Company Ltd.		09/29/2022	Company:
RECEIVING PARTY DATA			
Name:	WELLS FARGO CAPITAL FINANCE CORPORATION CANADA		
Street Address:	1 Boston Place		
Internal Address:	18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	90288123	MOUNTAIN EQUIPMENT COMPANY	
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:	612-474-3340		
Email:	jurzedowski@forsgrenfisher.com		
Correspondent Name:	James M. Urzedowski		
Address Line 1:	225 South 6th Street		
Address Line 2:	Suite 1500		
Address Line 4:	Minneapolis, MINNESOTA 55420		
NAME OF SUBMITTER:	James M. Urzedowski		
SIGNATURE:	/James M. Urzedowski/		
DATE SIGNED:	10/18/2022		
Total Attachments: 7			
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TRADEMARK SECURITY AGREEMENT NO. 2

This TRADEMARK SECURITY AGREEMENT NO. 2 (this "Trademark Security Agreement No. 2") is made this 29th day of September, 2022, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE CORPORATION CANADA**, an Ontario corporation ("Wells Fargo"), in its capacity as administrative agent and collateral agent for each member of the Credit Parties (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 30, 2020 (as amended on the date hereof and as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among MEC Mountain Equipment Company Ltd. (formerly MEC Canada Inc.), a British Columbia Corporation, as borrower (the "Borrower"), the guarantors party thereto as "Guarantors", the lenders party thereto as "Lenders" (each such Lender, together with its successors and assigns, is referred to hereinafter as a "Lender" and collectively as the "Lenders"), Agent, and Wells Fargo, as syndication agent (together with its successors and assigns in such capacity, the "Syndication Agent"), Wells Fargo, as documentation agent (in such capacity, together with its successors and assigns in such capacity, the "Documentation Agent"), Wells Fargo, as sole lead arranger (in such capacity, together with its successors and assigns in such capacity, the "Sole Lead Arranger"), and Wells Fargo, as sole lead bookrunner (in such capacity, together with its successors and assigns in such capacity, the "Sole Bookrunner"), and the other Loan Documents, the Credit Parties have agreed to make certain loans and financial accommodations available to the Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, in connection with the Credit Agreement the Grantors executed and delivered to Agent, for the benefit of Credit Parties, that certain Guarantee and Security Agreement, dated as of October 30, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Guarantee and Security Agreement");

WHEREAS, pursuant to the Guarantee and Security Agreement, the Borrower, as Grantor, entered into a trademark security agreement dated October 30, 2020 (as amended, restated, supplemented, or otherwise modified from time to time, "Trademark Security Agreement No. 1") with Agent to, among other things, further evidence Agent's Lien on, and grant a security interest in, the Borrower's Trademarks listed on Schedule I thereto;

WHEREAS, the Borrower registered, or applied for the registration of, certain Trademarks listed on Schedule 1 hereto (the "New Trademarks") that were not listed on Schedule I to Trademark Security Agreement No. 1; and

WHEREAS, pursuant to the Guarantee and Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Credit Parties, this Trademark Security Agreement No. 2 to, among other things, further evidence Agent's Lien on, and grant a security interest in, the New Trademarks.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guarantee and Security Agreement or, if not defined therein, in the

Credit Agreement, and this Trademark Security Agreement No. 2 shall be subject to the rules of construction set forth in Section 1(b) of the Guarantee and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns (for the purposes of taking security), and pledges to Agent, for the benefit of the Credit Parties, to secure its Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement No. 2 as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License referred to on Schedule I hereto; and

(c) all products and proceeds (as that term is defined in the PPSA) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark referred to on Schedule I hereto exclusively licensed under any Trademark Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark referred to on Schedule I hereto, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License referred to on Schedule I hereto.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement No. 2 and the Security Interest created hereby secures the payment and performance of the Secured Obligations of each Grantor, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement No. 2 secures the payment of all amounts which constitute part of Secured Obligations and would be owed by Grantors, or any of them, to Agent, the other Credit Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement No. 2 is granted in conjunction with the security interests granted to Agent, for the benefit of the Credit Parties, pursuant to the Guarantee and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement No. 2 and the Guarantee and Security Agreement, the Guarantee and Security Agreement shall control. For greater certainty, the rights granted by the Borrower, as Grantor, to Agent under this Trademark Security Agreement No. 2 are in addition to, and not in substitution for, the rights granted by the Borrower, as Grantor, to Agent under Trademark Security Agreement No. 1 and this Trademark Security Agreement No. 2 does not amend, restate, replace, or modify Trademark Security Agreement No. 1.

5. COUNTERPARTS. This Trademark Security Agreement No. 2 is a Loan Document. This Trademark Security Agreement No. 2 may be executed (manually or by electronic signature) in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement No. 2. Delivery of an executed counterpart of this Trademark Security Agreement No. 2 by telefacsimile or other electronic method of transmission (including by email

of a portable document format (PDF) or electronic document) shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement No. 2. Any party delivering an executed counterpart of this Trademark Security Agreement No. 2 by telefacsimile or other electronic method of transmission (including by email of a portable document format (PDF) or electronic document) also shall deliver an original executed counterpart of this Trademark Security Agreement No. 2 but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement No. 2.

6. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER. THIS TRADEMARK SECURITY AGREEMENT NO. 2 SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER SET FORTH IN SECTION 26 OF THE GUARANTEE AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement No. 2 to be executed and delivered as of the day and year first above written.

GRANTORS:

**MEC MOUNTAIN EQUIPMENT
COMPANY LTD.**

By: 
Name: Alex Wolf
Title: Director

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, as Agent**

By: _____
Name: _____
Its Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement No. 2 to be executed and delivered as of the day and year first above written.

GRANTORS:

**MEC MOUNTAIN EQUIPMENT
COMPANY LTD.**

By: _____
Name: _____
Title: _____

AGENT:

ACCEPTED AND ACKNOWLEDGED BY:

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA, as Agent**

By: _____ **Carmela** _____ Digitally signed by
Name: _____ **Carmela Massari**
Its Authorized Signatory Date: 2022.09.14
Massari 10:13:57 -04'00'

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT NO. 2

Canadian Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Application Date
MEC Mountain Equipment Company Ltd.	Canada	MEC & Peaks Design	2139578	2021-10-13
MEC Mountain Equipment Company Ltd.	Canada	LA COMPAGNIE DE PLEIN AIR	2060166	2020-10-27
MEC Mountain Equipment Company Ltd.	Canada	MOUNTAIN EQUIPMENT COMPANY	2060107	2020-10-27
MEC Mountain Equipment Company Ltd.	Canada	MOUNTAIN EQUIPMENT CO	2072879	2020-12-22
MEC Mountain Equipment Company Ltd.	Canada	MEC CANADA	2060169	2020-10-27
MEC Mountain Equipment Company Ltd.	Canada	MOUNTAIN EQUIPMENT COMPANY & Peaks Design	2139577	2021-10-13

US Trademark Registrations/Applications

Grantor	Country	Mark	Application No.	Application Date
MEC Mountain Equipment Company Ltd.	USA	MEC	79336942	19-OCT-2021
MEC Mountain Equipment Company Ltd.	USA	MOUNTAIN EQUIPMENT COMPANY	79336941	19-OCT-2021
MEC Mountain Equipment Company Ltd.	USA	MOUNTAIN EQUIPMENT COMPANY	90288123	29-OCT-2020

Trade Names

Nil

Common Law Trademarks

Nil

Trademarks Not Currently In Use

Nil

Trademark License

Nil