

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM798896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
California Innovations Inc.		03/29/2023	Corporation: ONTARIO
Arctic Zone Inc.		03/29/2023	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Wells Fargo Capital Finance Corporation Canada		
Street Address:	22 Adelaide Street West Suite 2200		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 4E3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	1772380	ARCTIC ZONE	
Registration Number:	2162886	ARCTIC ZONE	
Registration Number:	2642233	LUNCH BAG PLUS	
Registration Number:	4843717	TITAN DEEP FREEZE	
Registration Number:	5297356	SINCE 1986	
Serial Number:	88497315	TITAN PERFORMANCE PRODUCTS	
Serial Number:	88497317	TITAN THERMAL HP	
Serial Number:	90693042	TITAN BY ARCTIC ZONE	
Registration Number:	6965628	TITAN BY ARCTIC ZONE	
Registration Number:	2194987	THERMA-FLECT	
Registration Number:	2807631	HARDBODY	
Registration Number:	2912083	BABY INNOVATIONS	
Registration Number:	2912084	SMART	
Registration Number:	3348582	CALIFORNIA INNOVATIONS	
Registration Number:	3436096	ULTRA SAFE	
Registration Number:	3542944	LIVE GREEN	
Registration Number:	3606331	BACKSAVER	
Registration Number:	3945282	ULTRA SAFE	

OP \$715.00 1772380

Property Type	Number	Word Mark
Registration Number:	3996223	GREATEST PRODUCTS UNDER THE SUN
Registration Number:	4069705	MUNCHSAK
Registration Number:	4348669	CALIFORNIA INNOVATIONS
Registration Number:	4479258	SUPERFOAM
Registration Number:	4907335	RHINO ·TECH
Registration Number:	5376090	ICE WALLS
Registration Number:	5465143	COLDLOK
Registration Number:	5829620	FULTON BAG CO.
Registration Number:	5829621	FULTON BAG CO.
Serial Number:	88687172	SUPER CHUG

CORRESPONDENCE DATA

Fax Number: 6127661600

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: 6127666911

Email: susan.carlson@faegredrinker.com

Correspondent Name: Susan Carlson, Faegre Drinker Biddle

Address Line 1: 90 S 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	03/30/2023

Total Attachments: 9
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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement"), dated as of March 29, 2023, is made by and among CALIFORNIA INNOVATIONS INC., a corporation existing under the law of the Province of Ontario ("California Innovations"), and ARCTIC ZONE INC., a corporation existing under the law of the Province of Ontario ("Arctic"); together with California Innovations, the "Debtors"), having a business location at the address set forth below next to its signature, and WELLS FARGO CAPITAL FINANCE CORPORATION CANADA (together with its successors and assigns, "Secured Party"), and having a business location at the address at 2200-22 Adelaide St W, Toronto, ON M5H 4E3, Attn: Jamie Gallant.

Recitals

Secured Party has agreed to make certain financial accommodations available to California Innovations, together with any other entity that becomes a party to the Credit Agreement defined herein from time to time as a Borrower from time to time, (individually, a "Borrower" and collectively, "Borrowers") from time to time pursuant to the terms and conditions of the Credit Agreement, dated of even date herewith, by and among Secured Party, Borrowers, Debtors and various subsidiaries of California Innovations (as amended, restated, supplemented, extended, renewed, restated, replaced, or otherwise modified from time to time, the "Credit Agreement"); and

As a condition to extending credit to or for the account of Borrowers, Secured Party has required the execution and delivery of this Agreement by Debtors.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. **Definitions.** All capitalized terms used herein that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition to terms defined elsewhere in this Agreement, the following terms have the meanings set forth below:

"Patents" means all of each Debtor's right, title and interest in and to any and all United States patents and patent applications, including (a) the patents and patent applications listed on Exhibit A attached hereto, (ii) all continuations, divisionals, continuations-in-part, re-examinations, reissues, and renewals thereof and improvements thereon, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements thereof, (iv) the right to sue for past, present, and future infringements thereof, and (v) all of the Debtor's rights corresponding thereto throughout the world.

"Trademarks" means all of each Debtor's right, title and interest in and to any and all United States trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including (i) the trade names, registered trademarks, trademark applications, registered service marks and service mark applications listed on Exhibit B attached hereto, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof, (v) the goodwill of each Debtor's business symbolized by the foregoing or connected therewith, and (vi) all of each Debtor's rights corresponding thereto throughout the world.

2. **Security Interest.** Each Debtor hereby irrevocably pledges and collaterally assigns to, and grants Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law in, the Patents and in the Trademarks to secure payment of the Obligations. As set forth in the other Loan Documents, the Security Interest is coupled with a security interest in substantially all of the personal property of each Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. **Representations, Warranties and Agreements.** Each Debtor represents, warrants and agrees as follows: (a) Exhibit A accurately lists all Patents owned or controlled by such Debtor as of the date hereof, or to which such Debtor has a right as of the date hereof, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof; and (b) Exhibit B accurately lists all registered Trademarks owned or controlled by such Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof and all other Trademarks owned by such Debtor.

4. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged only explicitly in a writing signed by Secured Party and Debtors, and the Security Interest can be released, only explicitly in a writing signed by Secured Party. Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. THE VALIDITY OF THIS AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO, AND ANY CLAIMS, CONTROVERSIES OR DISPUTES ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.


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IN WITNESS WHEREOF, the parties have executed this Patent and Trademark Security Agreement as of the date written above.

Address:

36 Dufflaw Rd.
Toronto, ON M6A 2W1

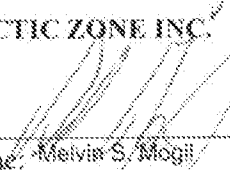
CALIFORNIA INNOVATIONS INC.

By: 
Name: Melvin S. Mogil
Title: President

Address:


36 Dufflaw Rd.
Toronto, ON M6A 2W1

ARCTIC ZONE INC.

By: 
Name: Melvin S. Mogil
Title: President

Signature Page to Patent and Trademark Security Agreement

**WELLS FARGO CAPITAL FINANCE
CORPORATION CANADA**

By: 
Name: _____
Title: _____

**Carmela Massari
Senior Vice President
Wells Fargo Capital Finance
Corporation Canada**

EXHIBIT A

PATENTS

	<u>Owner(s)</u>	<u>Patents</u>	<u>Country</u>	<u>App No.</u>	<u>Patent/ Registration No.</u>	<u>Date of Grant</u>	<u>File Date</u>
1.	California Innovations, Inc.	Bag handle with support loop	US	08/034,385	5,354,131	11-Oct-94	18-May-93
2.	Arctic Zone Inc. California Innovations Inc.	Flexible Cooler with Removable Insert	US	08/226,416	5,403,095	4-Apr-95	12-Apr-94
3.	California Innovations, Inc.	Insulated soft sided portable case having externally accessible receptacle	US	09/036,566	5,924,303	20-Jul-99	9-Mar-98
4.	California Innovations, Inc.	Pack Structure	US	09/122,088	6,092,661	25-Jul-00	24-Jul-98
5.	California Innovations, Inc.	Insulated bottle structure	US	09/122,098	6,073,796	13-Jun-00	24-Jul-98
6.	California Innovations, Inc.	Insulated container and liner	US	09/199,287	6,238,091	29-May-01	25-Nov-98
7.	California Innovations, Inc.	Insulated soft sided portable case having externally accessible receptacle	US	09/264,075	6,067,816	30-May-00	8-Mar-99
8.	California Innovations, Inc.	Insulated container and receptacle therefor	US	09/264,541	6,116,045	12-Sep-00	8-Mar-99
9.	California Innovations, Inc.	Divided Insulated Container	US	09/323,202	6,234,677	22-May-01	1-Jun-99
10.	California Innovations, Inc.	Divided Insulated Container	US	09/453,502	6,247,328	19-Jun-01	3-Dec-99
11.	California Innovations, Inc.	Pack Structure	US	09/568,022	6,237,776	29-May-01	10-May-00
12.	California Innovations, Inc.	Pack Assembly	US	09/617,045	6,439,389	27-Aug-02	14-Jul-00
13.	California Innovations, Inc.	Insulated container and receptacle therefor	US	09/629,284	6,363,739	2-Apr-02	31-Jul-00
14.	California Innovations, Inc.	Insulated container and liner	US	09/805,165	6,582,124	24-Jun-03	14-Mar-01
15.	California Innovations, Inc.	Divided Insulated Container	US	09/859,451	6,821,019	23-Nov-04	18-May-01
16.	California Innovations, Inc.	Pack Structure	US	09/865,474	6,513,661	4-Feb-03	5/29/2001
17.	California Innovations, Inc.	Divided Insulated Container	US	09/881,770	6,644,063	11-Nov-03	15-Nov-01
18.	California Innovations, Inc.	Insulated container and receptacle therefor	US	10/023,325	6,481,239	19-Nov-02	17-Dec-01
19.	California Innovations, Inc.	Foldable insulated bag	US	10/340,851	7,682,080	23-Mar-10	13-Jan-03
20.	California Innovations, Inc.	Insulated container and liner	US	10/454,515			5-Jun-03
21.	California Innovations, Inc.	Container with reinforced and collapsible portions	US	10/606,125			26-Jun-03
22.	California Innovations, Inc.	Divided Insulated Container	US	10/642,211			18-Aug-03
23.	California Innovations, Inc.	Container with cover	US	10/674,795	7,162,890	16-Jan-07	1-Oct-03

24.	California Innovations, Inc.	Container with cover and closure member	US	10/954,419	7,841,207	30-Nov-10	1-Oct-04
25.	California Innovations, Inc.	Foldable insulated bag	US	10/958,660			6-Oct-04
26.	California Innovations, Inc.	Foldable insulated bag with trailing member	US	11/071,585			4-March-05
27.	California Innovations, Inc.	Container with cover and closure member	US	11/095,648	7,669,436	2-Mar-10	1-Apr-05
28.	California Innovations, Inc.	Container with cover and closure reinforcement	US	11/096,273	8,061,159	22-Nov-11	1-Apr-05
29.	California Innovations, Inc.	Container with cover	US	11/145,224	7,757,878	20-Jul-10	6-Jun-05
30.	California Innovations, Inc.	Insulated bag with lifting apparatus	US	11/440,776	7,597,478	6-Oct-09	25-May-06
31.	California Innovations, Inc.	Container with expandable portion	US	11/443,631	8,043,004	25-Oct-11	31-May-06
32.	California Innovations, Inc.	Reeling apparatus	US	11/748,917			15-May-07
33.	California Innovations, Inc.	Insulated container with asymmetric lifting arrangement	US	12/131,646	8,191,747	5-Jun-12	2-Jun-08
34.	California Innovations, Inc.	Container with thermal storage member	US	12/241,213			30-Sep-08
35.	California Innovations, Inc.	Soft-sided insulated container with thermal storage member	US	12/249,634	8,096,442	17-Jan-12	10-Oct-08
36.	California Innovations, Inc.	Container with cover and closure member	US	12/619,410	8,899,071	2-Dec-14	16-Nov-09
37.	California Innovations, Inc.	Container with cover	US	12/839,928	7,988,006	2-Aug-11	20-Jul-10
38.	California Innovations, Inc.	Container with cover and closure member	US	12/956,861	8,459,058	11-Jun-13	30-Nov-10
39.	California Innovations, Inc.	Container with cover	US	13/176,308	8,857,654	14-Oct-14	5-Jul-11
40.	California Innovations, Inc.	Container with expandable portion	US	13/279,780	8,348,510	8-Jan-13	24-Oct-11
41.	California Innovations, Inc.	Insulated container with asymmetric lifting arrangement	US	13/488,943	8,640,937	4-Feb-14	5-Jun-12
42.	California Innovations, Inc.	Insulated container with work surface	US	13/532,182	8,777,045	15-Jul-14	25-Jun-12
43.	California Innovations, Inc.	Container with expandable portion	US	13/736,647	8,646,970	11-Feb-14	8-Jan-13
44.	California Innovations, Inc.	Soft-sided insulated container with inflatable wall structure	US	13/782,489	9,408,445	9-Aug-16	1-Mar-13
45.	California Innovations, Inc.	Insulated container with work surface	US	14/312,108	9,422,099	23-Aug-16	23-Jun-14
46.	California Innovations, Inc.	Lunch box with working surface	US	14/732,181	10,314,377	11-Jun-19	5-Jun-15
47.	California Innovations, Inc.	Soft sided insulated container with work surface	US	14/793,063	10,287,055	14-May-19	7-Jul-15
48.	California Innovations, Inc.	Soft sided insulated container with lid fitting	US	14/955,790	9,809,376	7-Nov-17	1-Dec-15
49.	California Innovations, Inc.	Insulated container assembly with Thermal Storage Accomodation	US	15/091,189	10,506,895	17-Dec-19	5-Apr-16
50.	California Innovations, Inc.	Insulated container with thermal storage liner wall structure	US	15/148,649			6-May-16
51.	California Innovations, Inc.	Soft sided insulated container with inflatable wall structure	US	15/203,395	10,098,427	16-Oct-18	6-Jul-16

52.	California Innovations, Inc.	Insulated container with work surface	US	15/209,216	9,868,583	16-Jan-18	13-Jul-16
53.	California Innovations, Inc.	Soft-sided insulated container with lid fitting	US	15/804,795	10,138,048	27-Nov-18	6-Nov-17
54.	California Innovations, Inc.	Insulated Container Assembly with Thermal Storage Accommodation (i.e. Ice Walls Insert)	US	15/918,743			8-Mar-18
55.	California Innovations, Inc.	Soft-sided insulated container with lid fitting	US	16/201,628	10,730,684	4-Aug-20	27-Nov-18
56.	California Innovations, Inc.	Folding container bag	US	16/265,263	10,806,225	20-Oct-20	1-Feb-19
57.	California Innovations, Inc.	Insulated container with folding closure	US	16/435,768	11,097,887	24-Aug-21	10-Jun-19
58.	California Innovations, Inc.	Container assembly	US	16/703,103	11,518,583	6-Dec-22	4-Dec-19
59.	California Innovations, Inc.	Soft-sided insulated container with hard-sided liner	US	16/722,775	11,434,052	6-Sep-22	20-Dec-19
60.	Arctic Zone Inc. California Innovations Inc.	Flexible Cooler	US	29/052,459	D381871	5-Aug-97	26-Mar-96
61.	Arctic Zone Inc. California Innovations Inc.	Lunch Bag Cooler	US	29/053,997	D383360	9-Sep-97	3-May-96
62.	Arctic Zone Inc. California Innovations Inc.	Flexible Cooler	US	29/062,007	D398191	15-Sep-98	5-Nov-96
63.	Arctic Zone Inc. California Innovations Inc.	Cooler Chest	US	29/063,744	D387626	16-Dec-97	13-Dec-96
64.	Arctic Zone Inc.	Backpack	US	29/082,402	D409376	11-May-99	21-Jan-98
65.	California Innovations, Inc.	Sleeved Cooler	US	29/086,437	D408,225	20-Apr-99	13-Apr-98
66.	California Innovations, Inc.	Bag	US	29/091,164	D419770	1-Feb-00	24-Jul-98
67.	California Innovations, Inc.	Cover	US	29/091,165	D421,366	7-May-00	24-Jul-98
68.	California Innovations, Inc.	Container	US	29/105,733	D446937	28-Aug-01	1-Jun-99
69.	California Innovations, Inc.	Carrying case	US	29/113,102	D435342	26-Dec-00	1-Nov-99
70.	California Innovations, Inc.	Carrying case	US	29/113,660	D436442	23-Jan-01	10-Nov-99
71.	California Innovations, Inc.	Carrying case	US	29/113,661	D435968	9-Jan-01	10-Nov-99
72.	California Innovations, Inc.	Container	US	29/126,817	D452075	18-Dec-01	26-Jul-00
73.	California Innovations, Inc.	Container	US	29/132,611	D453625	19-Feb-02	14-Nov-00
74.	California Innovations, Inc.	Insulated bag with lifting apparatus	US	29/344,825	D627199	16-Nov-10	5-Oct-09
75.	California Innovations, Inc.	Foldable Bag	US	29/356,276	D620707	3-Aug-10	23-Feb-10
76.	California Innovations, Inc.	Insulated bag with lifting apparatus	US	29/376,798	D635828	12-Apr-11	12-Oct-10
77.	California Innovations, Inc.	Insulated bag with lifting apparatus	US	29/386,927	D657632	17-Apr-12	7-Mar-11
78.	California Innovations, Inc.	Insulated Container and Closure Therefor	US	62/684,398			

EXHIBIT B
TRADEMARKS

	<u>Trademark Name</u>	<u>Owner</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
1.	ARCTIC ZONE	Arctic Zone Inc.	US	74/231347	1,772,380
2.	ARCTIC ZONE	Arctic Zone Inc.	US	75/224,502	2,162,886
3.	LUNCH BAG PLUS	Arctic Zone Inc.	US	76/279,599	2,642,233
4.	TITAN DEEP FREEZE	Arctic Zone Inc.	US	86/200,933	4,843,717
5.	GLACIER Design (Arctic Zone logo with words "since 1986")	Arctic Zone Inc.	US	86/963,916	5,297,356
6.	TITAN PERFORMANCE PRODUCTS	Arctic Zone Inc.	US	88/497,315	
7.	TITAN THERMAL HP	Arctic Zone Inc.	US	88/497,317	
8.	TITAN BY ARCTIC ZONE	Arctic Zone Inc.	US	90/693,042	
9.	TITAN BY ARCTIC ZONE	Arctic Zone Inc.	US	90/978,865	6,965,628
10.	THERMA-FLECT	California Innovations Inc.	US	75/272,619	2,194,987
11.	HARDBODY	California Innovations Inc.	US	75/901,129	2,807,631
12.	BABY INNOVATIONS	California Innovations Inc.	US	76,476,770	2,912,083
13.	SMART	California Innovations Inc.	US	76/476,771	2,912,084
14.	CALIFORNIA INNOVATIONS	California Innovations Inc.	US	78/951,370	3,348,582
15.	ULTRA SAFE & Design	California Innovations Inc.	US	78/933,746	3,436,096
16.	LIVE GREEN & Design	California Innovations Inc.	US	77/413,840	3,542,944
17.	BACKSAVER	California Innovations Inc.	US	76/652,937	3,606,331
18.	ULTRA SAFE	California Innovations Inc.	US	77/828,610	3,945,282
19.	GREATEST PRODUCTS UNDER THE SUN	California Innovations Inc.	US	85/047,347	3,996,223
20.	MUNCHSAK	California Innovations Inc.	US	85/180,023	4,069,705
21.	CALIFORNIA INNOVATIONS & Design	California Innovations Inc.	US	85/222,410	4,348,669
22.	SUPERFOAM	California Innovations Inc.	US	77/790399	4,479,258
23.	RHINOTECH	California Innovations Inc.	US	86/518,186	4,907,335
24.	ICEWALLS	California Innovations Inc.	US	87/031,299	5,376,090

Exhibit B

US.355959487.03

TRADEMARK
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25.	COLDLOK	California Innovations Inc.	US	87/031,317	5,465,143
26.	FULTON BAG CO	California Innovations Inc.	US	87/766,126	5,829,620
27.	FULTON BAG CO DESIGN	California Innovations Inc.	US	87/766,133	5,829,621
28.	SUPER CHUG	California Innovations Inc.	US	88/687,172	

Exhibit B

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