

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM800452

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Roots Corporation		04/04/2023	Corporation:
RECEIVING PARTY DATA			
Name:	The Toronto-Dominion Bank, as Collateral Agent		
Street Address:	77 King St. W., TD North Tower, 25th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5K 1A2		
Entity Type:	National Banking Association: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	6754729	ROOTS 73	
Registration Number:	6383197		
Registration Number:	6839809	ROOTS 73 ESTABLISHED 1973	
Registration Number:	5939479	ROOTS TUFF	
Registration Number:	5919700	ROOTS	
Serial Number:	87960678	ROOTS	
Registration Number:	5803325	ROOTS	
Registration Number:	6513719	ROOTS CABIN	
Registration Number:	6403888	GENUINE ROOTS CABIN SINCE 1973 CANADA RE	
Registration Number:	5991890	ROOTS CABIN	
Registration Number:	5985286	GENUINE ROOTS CABIN SINCE 1973 CANADA RE	
Registration Number:	5247362	ROOTS 73	
Registration Number:	6253892	ROOTS	
Registration Number:	6253891	ROOTS	
Registration Number:	6213766	ROOTS	
Registration Number:	6213765	ROOTS	
Registration Number:	6213764	ROOTS	
Registration Number:	6213763	ROOTS	

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CORRESPONDENCE DATA**Fax Number:** 4162163930

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: 4162163950**Email:** tom.sutherland@nortonrosefulbright.com**Correspondent Name:** NORTON ROSE FULBRIGHT CANADA LLP**Address Line 1:** 1 PLACE VILLE MARIE**Address Line 2:** SUITE 2500**Address Line 4:** MONTREAL, QUEBEC H3B 1R1

NAME OF SUBMITTER:	Tom Sutherland
SIGNATURE:	/Tom Sutherland/
DATE SIGNED:	04/04/2023

Total Attachments: 6

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GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), dated as of April 4, 2023, is made by Roots Corporation, a Canadian Corporation (the “**Grantor**”), in favour of The Toronto-Dominion Bank, as collateral agent (in such capacity, the “**Collateral Agent**”) in connection with that certain Credit Agreement, dated as of April 4, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among, *inter alios*, the Grantor, as borrower the lending institutions from time to time parties to the Credit Agreement (each a “**Lender**” and, collectively, the “**Lenders**”), The Toronto-Dominion Bank (“**TD**”), as the Administrative Agent, the Collateral Agent, and TD as the Swingline Lender and a Letter of Credit Issuer.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Grantor and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of the Grantor and the Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries that become a party thereto, have executed and delivered a U.S. Security Agreement, dated as of June 25, 2021 in favour of the Collateral Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans, the Swingline Lender to make Swingline Loans and the Letter of Credit Issuers to issue Letters of Credit for the account of the Grantor and the Subsidiaries, and to induce one or more Agents, Lenders or Affiliates of Agents or Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Grantor and/or the Subsidiaries (other than the Grantor), Grantor agrees, for the benefit of the Collateral Agent and the other Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement, as applicable.

2. Grant of Security Interest. Grantor hereby grants a Lien on and security interest in all of Grantor’s right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned or hereafter acquired or arising, including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “**Collateral**”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the Applicable IP Filing Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and

is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) 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 Security Agreement, the terms of the Security Agreement shall govern.

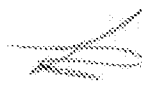
5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law: This IP Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their authorized signatories as of the day and year first above written.

**ROOTS CORPORATION,
as the Grantor**



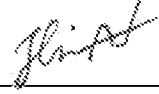
Per:

Name: Leon Wu
Title: Chief Financial Officer

#00004

**THE TORONTO-DOMINION BANK
as the Collateral Agent**

Per:



Name: Neda Heidarpour

Title: Vice President, Loan Syndications - Agency

Schedule A

Trademark Registrations and Applications

Serial No	Filing Date	Registration No	Registration Date	Mark	Owner name	Status
97440552	2 Jun 2022	N/A	N/A	BEAVER CANOE	Roots Corporation	Pending
97699655	1 Dec 2022	N/A	N/A	GENDER FREE	Roots Corporation	Pending
97440549	2 Jun 2022	N/A	N/A	ROOTS NATURE CLUB	Roots Corporation	Pending
97440543	2 Jun 2022	N/A	N/A	ROOTS SPORTING GOODS	Roots Corporation	Pending
97440538	2 Jun 2022	N/A	N/A	ROOTS OUTDOORS	Roots Corporation	Pending
97274196	18 Feb 2022	N/A	N/A	ROOTS	Roots Corporation	Pending
97274200	18 Feb 2022	N/A	N/A	(Design Only)	Roots Corporation	Pending
88277207	25 Jan 2019	N/A	N/A	ROOTS	Roots Corporation	Pending
88506265	9 Jul 2019	6754729	7 Jun 2022	ROOTS 73 (+ Design)	Roots Corporation	Registered
88277202	25 Jan 2019	6383197	15 Jun 2021	(Design Only)	Roots Corporation	Registered
88211016	29 Nov 2018	N/A	N/A	ROOTS CANADA SINCE 1973 (+ Design)	Roots Corporation	Pending
88506242	9 Jul 2019	6839809	6 Sep 2022	ROOTS 73 ESTABLISHED 1973 (+ Design)	Roots Corporation	Registered
88144546	5 Oct 2018	5939479	17 Dec 2019	ROOTS TUFF	Roots Corporation	Registered
88424960	10 May 2019	5919700	26 Nov 2019	ROOTS	Roots Corporation	Registered
87960678	13 Jun 2018	N/A	N/A	ROOTS (+ Design)	Roots Corporation	Pending
87908164	4 May 2018	N/A	N/A	ROOTS (+Design)	Roots Corporation	Pending
87908142	4 May 2018	5803325	16 Jul 2019	ROOTS (+ Design)	Roots Corporation	Registered
87908186	4 May 2018	6513719	12 Oct 2021	ROOTS CABIN	Roots Corporation	Registered
87983869	4 May 2018	6403888	29 Jun 2023	GENUINE ROOTS CABIN SINCE 1973 CANADA REGISTERED TRADEMARK (+ Design)	Roots Corporation	Registered

Serial No	Filing Date	Registration No	Registration Date	Mark	Owner name	Status
87982518	4 May 2018	5991890	18 Feb 2020	ROOTS CABIN	Roots Corporation	Registered
87982479	4 May 2018	5985286	11 Feb 2020	GENUINE ROOTS CABIN SINCE 1973 CANADA REGISTERED TRADEMARK (+ Design)	Roots Corporation	Registered
86982204	21 Nov 2014	5247362	18 Jul 2017	ROOTS 73 (+ Design)	ROOTS CORPORATION	Registered
86876999	15 Jan 2016	6253892	26 Jan 2021	ROOTS	Roots Corporation	Registered
86876978	15 Jan 2016	6253891	26 Jan 2021	ROOTS	Roots Corporation	Registered
86877033	15 Jan 2016	6213766	8 Dec 2020	ROOTS	Roots Corporation	Registered
86877032	15 Jan 2016	6213765	8 Dec 2020	ROOTS	Roots Corporation	Registered
86877025	15 Jan 2016	6213764	8 Dec 2020	ROOTS	Roots Corporation	Registered
86877013	15 Jan 2016	6213763	8 Dec 2020	ROOTS	Roots Corporation	Registered