

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM801114

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SPORT MASKA INC.		04/06/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CANADIAN IMPERIAL BANK OF COMMERCE, AS AGENT AND GRANTEE		
Street Address:	199 BAY STREET		
Internal Address:	COMMERCE COURT		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5L 1A2		
Entity Type:	Chartered Bank: UNITED STATES		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	97278545	C	
Serial Number:	97278675	CANADIEN C	
Serial Number:	88116268	CCM	
Serial Number:	88638001	CCM ALL OUT	
Serial Number:	97283125	JOFA	
Serial Number:	97283130	JOFA	
Serial Number:	97278623	K	
Serial Number:	88386393	SUPER TACKS	
Serial Number:	97278592	TITAN	
Serial Number:	72211625	C.C.M.	
Serial Number:	73000999	TITAN	
Serial Number:	74006145	CCM	
Serial Number:	74438870	JDP	
Serial Number:	74456664	REVOLUTION	
Serial Number:	78166590	HYPER X	
Serial Number:	76478917	HEAT	
Serial Number:	76487947	F-I-T SYSTEM	
Serial Number:	76478918	VECTOR	

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Property Type	Number	Word Mark
Serial Number:	76479046	COMFORT SERIES
Serial Number:	76543776	VECTOR
Serial Number:	85946018	RIBCOR
Serial Number:	86967813	RIBCOR
Serial Number:	88642610	AXIS

CORRESPONDENCE DATA

Fax Number:

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	17550092
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	04/06/2023

Total Attachments: 6

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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 April 6, 2023 by and from Sport Maska Inc. (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, Sport Maska Inc., as Canadian Borrower, CCM Hockey U.S., Inc., as U.S. Borrower, the Canadian Imperial Bank of Commerce, as Agent and the lenders from time to time party thereto (the "Lenders") have entered into that certain Second Amended and Restated Credit Agreement, dated as of April 6, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, the Grantor and certain of its Subsidiaries have entered into an Ontario law Amended and Restated Pledge and Security Agreement dated as of April 6, 2023 (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).

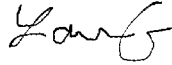
(b) The Grantor hereby pledges and grants to the Grantee, for and on behalf of the Secured Parties, a security interest in all trademarks, trade names, brands, trade dress, business names, uniform resource locators, domain names, tag lines, designs, graphics, logos and other commercial symbols and indicia of origin, goodwill and other intellectual property rights, including the Trademarks, whether registered or not or the subject of a pending application for registration, owned by or licensed to the Grantor (collectively, the "Intellectual Property Rights").

(c) Nothing in this Confirmatory Grant shall constitute an assignment, grant or security interest or lien or attempted assignment, grant of security interest or lien in or of any Intellectual Property Right to the extent that such Intellectual Property Right is not assignable or requires the consent of a third party to its assignment or the grant of a security interest or lien therein unless such consent has been obtained, due to (i) its provisions, or (ii) Applicable Law. In each such case, the Grantor shall promptly, upon written request by the Grantee, acting reasonably, use its commercially reasonable efforts to obtain the consent of any necessary third party to the assignment of and grant of security interest and lien in such Intellectual Property Right under this Confirmatory Grant and to its further assignment by the Grantee to any third party as a result of the exercise by the Grantee of remedies after demand. Upon such consent being obtained or waived, this Confirmatory Grant shall apply to the applicable Intellectual Property Right without regard to this section and without the necessity of any further assurance to effect such assignment. Unless and until the consent to the grant of the security interest and assignment is obtained as provided above, the Grantor shall, to the extent it may do so at law or pursuant to the provisions of the Intellectual Property Right in question hold all benefit to be derived from such Intellectual Property Right in trust for the Grantee (including the Grantor's beneficial interest in any Intellectual Property Right which may be held in trust for the Grantee by a third party), as additional security for payment of the Secured Obligations owing by the Grantor and shall deliver up all such benefit to the Grantee, promptly upon demand by the Grantee.

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.

SPORT MASKA INC.



By: _____

Name: Laurent Gauthier

Title: Secretary

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By _____

Name:

Title:

By _____

Name:

Title:

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 008035 FRAME: 0933


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

SPORT MASKA INC.

By: _____
Name: Laurent Gauthier
Title: Secretary

Acknowledged and accepted:

CANADIAN IMPERIAL BANK OF COMMERCE,
as Agent and Grantee

By: 
Name: Alexandra Vincent
Title: Authorized Signatory

By: 
Name: Jesse Macdonald
Title: Authorized Signatory

Signature Page to Grant of Security Interest in United States Trademarks

TRADEMARK
REEL: 008035 FRAME: 0934

Trademarks

Mark	App. No.	App. Date	Reg. Date
	97-278,545	2022-02-22	N/A
CANADIEN 	97-278,675	2022-02-22	N/A
CCM	88-116,268	2018-09-13	N/A
CCM ALL OUT	88-638,001	2019-10-01	N/A
JOFA	97-283,125	2022-02-24	N/A
JOFA	97-283,130	2022-02-24	N/A
	97-278,623	2022-02-22	N/A
SUPER TACKS	88-386,393	2019-04-15	N/A
TITAN	97-278,592	2022-02-22	N/A
C.C.M.	72-211,625	1965-02-09	1965-12-07
TACKS	73-000,999	1973-09-14	1974-08-20

Mark	App. No.	App. Date	Reg. Date
TITAN	73-000,999	1973-09-14	1974-08-20
CCM	74-006,145	1989-11-30	1993-05-25
JDP	74-438,870	1993-09-22	1994-07-26
REVOLUTION	74-456,664	1993-11-10	1996-04-23
HYPER X	78-166,590	2002-09-21	2004-03-09
HEAT	76-478,917	2002-12-27	2004-10-19
F-I-T SYSTEM	76-487,947	2003-02-06	2005-01-18
VECTOR	76-478,918	2002-12-27	2005-05-10
COMFORT SERIES	76-479,046	2002-12-27	2007-11-13
VECTOR	76-543,776	2003-09-09	2011-11-08
RIBCOR	85-946,018	2013-05-30	2014-07-15
RIBCOR	86-967,813	2016-04-07	2018-06-19
<i>axis</i>	88-642,610	2019-10-04	2020-12-01