

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830249

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PURPLE BRAND INTERNATIONAL HOLDINGS INC.		07/25/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., Toronto Branch		
Street Address:	66 Wellington Street West, Suite 4500		
Internal Address:	TD Bank Tower		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5K 1E7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	90576225		
Serial Number:	90295648	PURPLE	
Serial Number:	88511973	PURPLE BRAND	
Serial Number:	88073951	PURPLE BRAND	
Serial Number:	87855575	PURPLE BRAND CO	
CORRESPONDENCE DATA			
Fax Number:	4168632653		
<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:	4168632400		
Email:	epatent@blakes.com		
Correspondent Name:	Chris Hunter/Josie Fazzalari		
Address Line 1:	199 Bay Street, Suite 4000		
Address Line 2:	Commerce Court West		
Address Line 4:	Toronto, CANADA M5L 1A9		
NAME OF SUBMITTER:	JOSIE FAZZALARI		
SIGNATURE:	/Josie Fazzalari/		

CH \$140.00 90576225

DATE SIGNED:	08/08/2023
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Total Attachments: 6

source=TOR_2528-#24751237-v1-JPMorgan_Purple_Brand_-_Trademark_Security_Agreement_-_executed_-_29296-2
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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT dated as of July 25, 2023 (as it may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), is made by and among Purple Brand International Holdings Inc., a British Columbia corporation (the "Grantor"), and JPMorgan Chase Bank, N.A., Toronto Branch (the "Lender").

Reference is made to (a) the Credit Agreement dated as of July 25, 2023 (as it may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among, *inter alios*, the Grantor, Purple Brand (Canada) Co., Inc. (the "Canadian Borrower"), the Lender and JPMorgan Chase Bank, N.A. (the "U.S. Lender"), and (b) the Canadian Security Agreement dated as of July 25, 2023 by and between the Grantor, the Canadian Borrower and the Lender (as it may be amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time, the "Security Agreement"). The Grantor is willing to execute and deliver this Agreement in order to induce the Lender and the U.S. Lender to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement and accordingly, the parties hereto agree as follows:

Section 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement, as applicable. The interpretive provisions set forth in Section 1.03 of the Credit Agreement shall apply hereto, *mutatis mutandis*.

Section 2. Grant of Security Interest. To secure the prompt payment and performance, in full when due of the Secured Obligations, the Grantor hereby grants to the Lender a security interest (the "Security Interest") in all of the Grantor's right, title and interest in, to and under Collateral consisting of any Trademarks arising under the laws of Canada or the United States now owned or at any time hereafter acquired by the Grantor, including those registered or applied for Trademarks listed on Schedule I; provided that no security interest is granted on any intent-to-use trademark applications filed in the Canadian Intellectual Property Office or the United States Patent and Trademark Office to the extent that, and solely during the period in which the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable Requirements of Law (the "Trademark Collateral"). The Grantor authorizes and requests that the Canadian Intellectual Property Office and/or the United States Patent and Trademark Office record this Agreement.

Section 3. Security Agreement. The security interest granted to the Lender herein is granted in furtherance, and not in limitation, of the security interests granted to the Lender pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

Section 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

Section 5. Termination. Upon the termination of the Security Agreement in accordance with its terms, or any disposition of the Trademark Collateral in a transaction permitted under the Credit Agreement, following a written request therefor, the Lender shall execute, acknowledge, and deliver to

the Grantor (at the Grantor's sole expense) an instrument in writing in recordable form releasing the grant and security interest in the applicable Trademark Collateral under this Agreement and take any other actions reasonably requested by the Grantor to effect such release.

Section 6. Governing Law. This Agreement is made under and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to conflicts of law principles.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GRANTOR:

PURPLE BRAND INTERNATIONAL HOLDINGS
INC.

Per:

Name:

Title: PRESIDENT

A handwritten signature in black ink, appearing to read "KLAUS LAMM", is written over a horizontal line. The signature is stylized and slanted.

[Signature Page to Canadian Trademark Security Agreement]

TRADEMARK
REEL: 008159 FRAME: 0334

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A., TORONTO
BRANCH, as Lender

Per: 

Name: BRUCE WATSON

Title: AUTHORIZED OFFICER

[Signature Page to Canadian Trademark Security Agreement]

TRADEMARK
REEL: 008159 FRAME: 0335

TRADEMARK REGISTRATIONS AND APPLICATIONS**(i) Canada**

	Current Owner	Trademark	File Date	Registration Date	Registration No.	Application No.
1.	Purple Brand International Holdings Inc.	PURPLE BRAND	2016-12-14	2019-06-21	TMA1030412	1814198
2.	Purple Brand International Holdings Inc.	PURPLE BRAND	2019-07-04	2022-08-17	TMA1138138	1973955
3.	Purple Brand International Holdings Inc.	PURPLE	2022-09-19	--	--	2210553

(ii) United States

	Current Owner	Trademark	File Date	Registration Date	Registration No.	Serial No.
1.	Purple Brand International Holdings Inc.	Design Only	2021-03-12	2022-10-11	6874336	90576225
2.	Purple Brand International Holdings Inc.	PURPLE	2020-11-03	2022-02-22	6649594	90295648
3.	Purple Brand International Holdings Inc.	PURPLE BRAND	2019-07-12	--	--	88511973
4.	Purple Brand International Holdings Inc.	PURPLE BRAND	2018-08-10	2020-06-09	6075607	88073951

	Current Owner	Trademark	File Date	Registration Date	Registration No.	Serial No.
5.	Purple Brand International Holdings Inc.	PURPLE BRAND CO	2018-03-29	2018-12-04	5621094	87855575

TRADEMARK

REEL: 008159 FRAME: 0337

RECORDED: 08/08/2023