

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM832110

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INDIGO BOOKS & MUSIC INC.		07/31/2023	Corporation:
RECEIVING PARTY DATA			
Name:	TRILOGY RETAIL HOLDINGS INC.		
Street Address:	161 Bay Street		
Internal Address:	Suite 4900, P.O. Box 700		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5J 2S1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 15			
Property Type	Number	Word Mark	
Serial Number:	97663667	LIFE, ON PURPOSE	
Serial Number:	90127048	NÓTA	
Serial Number:	88497245	THOUGHTFULL	
Serial Number:	88794260	OUI	
Serial Number:	88788666	OUI STUDIO	
Serial Number:	87890593	AURIA	
Registration Number:	6303584	LOVE & LORE	
Registration Number:	5875113	INDIGOBABY	
Registration Number:	5770938	!NDIGOKIDS	
Registration Number:	5770853	ENRICH YOUR LIFE	
Registration Number:	5847929	STORIES CONNECT US	
Registration Number:	5351333	RECO	
Registration Number:	5357543	!NDIGO	
Registration Number:	5233557	RECO	
Registration Number:	5525103	!NDIGO	
CORRESPONDENCE DATA			
Fax Number:	4162163930		

OP \$390.00 97663667

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: Tom Sutherland
Address Line 1: 222 Bay Street
Address Line 2: Suite 3000
Address Line 4: Toronto, ONTARIO M5K 1E7

ATTORNEY DOCKET NUMBER:	1001259498
NAME OF SUBMITTER:	Tom Sutherland
SIGNATURE:	/Tom Sutherland/
DATE SIGNED:	08/15/2023

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as it may be amended, restated, supplemented or otherwise modified from time to time, this **Agreement**) is entered into as of July 31, 2023 among INDIGO BOOKS & MUSIC INC. (the **Grantor**) and TRILOGY RETAIL HOLDINGS INC., in its capacity as administrative agent and collateral agent (in such capacities, the **Agent**).

WITNESSETH:

WHEREAS, the Grantor has entered into a Canadian Security Agreement with the Agent, dated as of July 31, 2023 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the **Security Agreement**), and pursuant to the Security Agreement, the Grantor granted to the Agent a security interest in all of the Grantor's personal property, including, without limitation, the Collateral referred to in Section 1 below; and

WHEREAS, the Grantor has agreed to execute this Agreement in respect of its Collateral for recording with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the Grantor and the Agent agree as follows:

1. Grant of Security. The Grantor hereby grants to the Agent a security interest in and to all of the Grantor's right, title and interest in and to all Patents, Trademarks and Copyrights, as defined below (collectively, the **Collateral**):

(a) all present and future right, title, and interest in and to: (a) any and all patents, patent applications, industrial designs and industrial design applications; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the patents, patent applications, industrial designs and industrial design applications set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Patents**);

(b) all present and future right, title, and interest in and to the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world, including, but not limited to, the trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Trademarks**); and

(c) right, title, and interest in and to the following: (a) all copyrights, rights and interests in copyrights, works protectable by copyright, copyright registrations, and copyright applications; (b) all

renewals of any of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due and/or payable under any of the foregoing, including, without limitation, damages or payments for past or future infringements for any of the foregoing; (d) the right to sue for past, present, and future infringements of any of the foregoing; and (e) all rights corresponding to any of the foregoing throughout the world, including, without limitation, the registrations and applications and copyright licenses set forth in Schedule A hereto, as Schedule A may be supplemented from time to time by supplements to this Agreement which may be executed and delivered by the Grantor to the Agent from time to time (the **Copyrights**).

2. Security for Obligations. This Agreement secures, and the Collateral is collateral security for the prompt and complete payment and performance of all Secured Obligations under the Credit Agreement (as such terms are defined in the Security Agreement).

3. Recordation. The Grantor authorizes that this Agreement be recorded at the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office and any other office in which a security interest in the Collateral may be recorded under the laws of any other applicable jurisdiction.

4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor hereby acknowledges and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

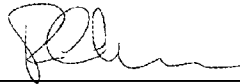
5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of laws principles.

6. Counterparts and Electronic Delivery. This Agreement may be executed in any number of separate counterparts, each of which when so executed shall be deemed to be an original, and all such signed counterparts constitute one and the same agreement. Delivery by facsimile or other electronic means (including pdf. attached to an email) of an executed signature page to this Agreement by a party is as effective as personal delivery of such signature page.

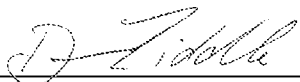
[Signatures follow]

IN WITNESS WHEREOF the Grantor and the Agent have executed and delivered this Agreement as of the date first above written.

INDIGO BOOKS & MUSIC INC.

Per:  _____

Name: Craig Loudon
Title: Chief Financial Officer

Per:  _____

Name: Damien Liddle
Title: Senior Vice President, General Counsel, & Corporate Secretary

Acknowledged and agreed:

TRILOGY RETAIL HOLDINGS INC., as Agent

Per:  _____
Name: Lori Shapiro
Title: Authorized Signatory

SCHEDULE A

A. Trademarks

Canada

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	COLES THE BOOK PEOPLE	0314688	TMA164792
Indigo Books & Music Inc.	THE BOOK COMPANY & DESIGN	0603258	TMA366114
Indigo Books & Music Inc.	COLES	0615148	TMA368534
Indigo Books & Music Inc.	SMITHBOOKS	0664833	TMA420199
Indigo Books & Music Inc.	COLES NOTES	0701729	TMA520052
Indigo Books & Music Inc.	WORLD'S BIGGEST BOOKSTORE	0737279	TMA472192
Indigo Books & Music Inc.	COLES FOR KIDS	0741423	TMA472432
Indigo Books & Music Inc.	CHAPTERS	0773870	TMA466708
Indigo Books & Music Inc.	CHAPTERS & DESIGN	0776962	TMA559743
Indigo Books & Music Inc.	CHAPTERS	0781665	TMA481293
Indigo Books & Music Inc.	CHAPTERS	0798856	TMA487575
Indigo Books & Music Inc.	INDIGO! CAFE	0835500	TMA529630
Indigo Books & Music Inc.	INDIGO	0851527	TMA510146
Indigo Books & Music Inc.	INDIGO & DESIGN	0851528	TMA510147
Indigo Books & Music Inc.	CULTURAL DEPARTMENT STORE	1035489	TMA624848
Indigo Books & Music Inc.	INDIGO AT YOUR SERVICE Design	1062748	TMA599784
Indigo Books & Music Inc.	iREWARDS	1122616	TMA806354
Indigo Books & Music Inc.	INDIGO BOOKS MUSIC & MORE	1129561	TMA626432
Indigo Books & Music Inc.	CHAPTERS.INDIGO.CA	1129566	TMA613798
Indigo Books & Music Inc.	INDIGOBABY	1255768	TMA731664
Indigo Books & Music Inc.	INDIGOLIFE	1255770	TMA731662
Indigo Books & Music Inc.	CHAPTERS OUTLET	1255780	TMA702218

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	INDIGOSPIRIT	1260444	TMA732980
Indigo Books & Music Inc.	INDIGO TRUSTED ADVISOR	1274243	TMA679332
Indigo Books & Music Inc.	GIFTS THAT TOUCH THE HEART, MIND AND SOUL	1293138	TMA743672
Indigo Books & Music Inc.	INDIGOFLOWERS	1293146	TMA758494
Indigo Books & Music Inc.	DES CADEAUX QUI TOUCHENT LE COEUR ET L'ESPRIT	1308921	TMA788996
Indigo Books & Music Inc.	PISTACHIO	1360391	TMA765107
Indigo Books & Music Inc.	LOVE OF READING	1372668	TMA735335
Indigo Books & Music Inc.	INDIGO LOVE OF READING FOUNDATION	1372670	TMA735336
Indigo Books & Music Inc.	PISTACHIO & Design	1382727	TMA765526
Indigo Books & Music Inc.	INDULGE	1449733	TMA779168
Indigo Books & Music Inc.	PLUM	1461989	TMA798165
Indigo Books & Music Inc.	PRIMES PRIVILÈGE	1475132	TMA798177
Indigo Books & Music Inc.	PLUM Design	1477130	TMA825724
Indigo Books & Music Inc.	ENRICH YOUR LIFE	1483675	TMA808735
Indigo Books & Music Inc.	ENRICHISSEZ VOTRE VIE	1483677	TMA808736
Indigo Books & Music Inc.	INDIGO LOVE OF READING FOUNDATION & BOOK Design	1492918	TMA808740
Indigo Books & Music Inc.	!ndigo love of reading foundation Adopt a School & Design	1493098	TMA806314
Indigo Books & Music Inc.	DES PRIMES QUI PORTENT FRUIT	1494147	TMA826058
Indigo Books & Music Inc.	PLUM SCRIPT Design	1500849	TMA819241
Indigo Books & Music Inc.	PLUM REWARDS ENRICH YOUR LIFE Design	1501920	TMA809793
Indigo Books & Music Inc.	PLUM	1505447	TMA865863
Indigo Books & Music Inc.	!NDIGO ENRICH YOUR LIFE	1508720	TMA868569

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	INDIGOSWEETS	1542624	TMA877894
Indigo Books & Music Inc.	!INDIGOKIDS	1548336	TMA861679
Indigo Books & Music Inc.	!INDIGO BABY & Ducks Design	1549156	TMA837272
Indigo Books & Music Inc.	!INDIGO SPOTLIGHT	1564290	TMA979065
Indigo Books & Music Inc.	THE WORLD NEEDS MORE CANADA	1587759	TMA965387
Indigo Books & Music Inc.	HEATHER'S PICKS	1589802	TMA862343
Indigo Books & Music Inc.	INDIGO.CA	1591449	TMA850755
Indigo Books & Music Inc.	!INDIGO	1599555	TMA967315
Indigo Books & Music Inc.	!INDIGO & DESIGN	1599556	TMA967316
Indigo Books & Music Inc.	!INDIGOTECH	1635081	TMA975467
Indigo Books & Music Inc.	!INDIGOHOME	1644182	TMA992455
Indigo Books & Music Inc.	GREAT BOOKS ARE JUST THE BEGINNING	1713709	TMA1029635
Indigo Books & Music Inc.	GREAT BOOKS ARE JUST THE BEGINNING	1714449	TMA956735
Indigo Books & Music Inc.	RECO	1748686	TMA994067
Indigo Books & Music Inc.	STORIES CONNECT US	1758876	TMA992712
Indigo Books & Music Inc.	READING SOCKS	1813083	TMA1011716
Indigo Books & Music Inc.	THE WORLD NEEDS MORE CANADA	1815803	TMA1043979
Indigo Books & Music Inc.	JOY OF THE TABLE	1816691	TMA1063604
Indigo Books & Music Inc.	READ THE NORTH	1816693	TMA1032058
Indigo Books & Music Inc.	A ROOM OF HER OWN	1816695	TMA1032047
Indigo Books & Music Inc.	CHAUSSETTES DE LECTURE	1817992	TMA1009317
Indigo Books & Music Inc.	!INDIGO	1826008	TMA1055900
Indigo Books & Music Inc.	!INDIGOLIFE	1841645	TMA1125632

<u>Current Owner</u>	<u>Trademark</u>	<u>Application No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	!INDIGO DIGITAL	1886178	TMA1078969
Indigo Books & Music Inc.	LOVE & LORE	1886452	TMA1086385
Indigo Books & Music Inc.	AURIA	1886455	TMA1155628
Indigo Books & Music Inc.	!INDIGO PAPER	1888060	TMA1090963
Indigo Books & Music Inc.	!INDIGOKIDS Design	1890486	TMA1093433
Indigo Books & Music Inc.	!INDIGOBABY Design	1892987	TMA1113721
Indigo Books & Music Inc.	YOUR HAPPY PLACE	1895543	TMA1103277
Indigo Books & Music Inc.	BOOKS ARE JUST THE BEGINNING	1898663	TMA1103278
Indigo Books & Music Inc.	ENRICH YOUR LIFE	1958240	-
Indigo Books & Music Inc.	ENRICHISSEZ VOTRE VIE	1958242	-
Indigo Books & Music Inc.	THOUGHTFULL	1959482	-
Indigo Books & Music Inc.	OUI STUDIO	2008533	-
Indigo Books & Music Inc.	OUI Design	2010519	-
Indigo Books & Music Inc.	NÓTA	2045160	-
Indigo Books & Music Inc.	INDIGO PRESS	2164588	-
Indigo Books & Music Inc.	LIFE, ON PURPOSE	2218971	-
Indigo Books & Music Inc.	LA VIE, DÉCIDÉMENT	2224490	-

U.S.

<u>Current Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	LIFE, ON PURPOSE	97663667	N/A
Indigo Books & Music Inc.	NÓTA	90127048	N/A
Indigo Books & Music Inc.	THOUGHTFULL	88497245	N/A
Indigo Books & Music Inc.	OUI	88794260	N/A
Indigo Books & Music Inc.	OUI STUDIO	88788666	N/A
Indigo Books & Music Inc.	AURIA	87890593	N/A

<u>Current Owner</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>
Indigo Books & Music Inc.	LOVE & LORE	87890581	6303584
Indigo Books & Music Inc.	INDIGOBABY (+ design)	87867503	5875113
Indigo Books & Music Inc.	INDIGOKIDS (+ design)	87847688	5770938
Indigo Books & Music Inc.	ENRICH YOUR LIFE	87828006	5770853
Indigo Books & Music Inc.	STORIES CONNECT US	86838703	5847929
Indigo Books & Music Inc.	RECO	86983264	5351333
Indigo Books & Music Inc.	INDIGO	86982903	5357543
Indigo Books & Music Inc.	RECO	86963600	5233557
Indigo Books & Music Inc.	INDIGO	86434226	5525103

B. Patents

Canada

Nil.

U.S.

Nil.

C. Copyrights

Canada

Nil.

U.S.

Nil.

D. Industrial Designs

Canada

Nil.