

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM857410

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Grafton Apparel Ltd.		11/27/2023	Limited Liability Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	595 Bay Street		
<b>Internal Address:</b>	5th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5G 2C2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97697794	MR. BIG AND TALL XL	
<b>Serial Number:</b>	97697784	GEORGE RICHARDS XL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9134510875		
<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>			
<b>Phone:</b>	913-451-5103		
<b>Email:</b>	tmocket@lathrogpm.com, amy.brozenic@lathrogpm.com, tiffany.oxendine@lathrogpm.com		
<b>Correspondent Name:</b>	Amy Brozenic		
<b>Address Line 1:</b>	2345 Grand Blvd., Suite 2200		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64108-2618		
<b>NAME OF SUBMITTER:</b>	Amy Brozenic		
<b>SIGNATURE:</b>	/Amy Brozenic/		
<b>DATE SIGNED:</b>	11/30/2023		
<b>Total Attachments: 13</b>			
source=IP Security Agreement by Amalco (final compiled) (2)#page1.tif			
source=IP Security Agreement by Amalco (final compiled) (2)#page2.tif			

OP \$65.00 97697794

source=IP Security Agreement by Amalco (final compiled) (2)#page3.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page4.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page5.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page6.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page7.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page8.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page9.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page10.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page11.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page12.tif  
source=IP Security Agreement by Amalco (final compiled) (2)#page13.tif

**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**GRAFTON APPAREL LTD.**

(the “**Obligor**”)

TO: CANADIAN IMPERIAL BANK OF COMMERCE, in its capacity as agent (the “**Agent**”) for and on behalf of and for the benefit of the Secured Parties (as defined below)

DATE: November 27, 2023

RECITALS:

- A. Pursuant to the Credit Agreement, GAL Acquisitions Inc. (“**Acquireco**”), a predecessor of the Obligor, entered into a pledge and general security agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**General Security Agreement**”) in favour of the Agent, whereby Acquireco granted a security interest in all present and after-acquired personal property of predecessor, including all patents, trademarks, copyrights, and all other intellectual property.
- B. The Obligor has entered into a confirmation and reaffirmation agreement dated as of the date hereof, whereby, amongst other things, the Obligor has confirmed and reaffirmed that the General Security Agreement continues to be in full force against the Obligor as successor to Acquireco.
- C. As additional security for the Obligations (as defined below), the Obligor has agreed to enter into this Agreement.

FOR VALUE RECEIVED and intending to be legally bound by this intellectual property security agreement (the “**Agreement**”), the Obligor agrees as follows:

**1. INTERPRETATION**

1.1. Capitalized Terms In this Agreement, except where the context otherwise requires, capitalized terms that are used and not otherwise defined have the meanings defined in the Credit Agreement (as defined below), and:

- (a) “**Credit Agreement**” means the credit agreement dated as of November 27, 2023 among Acquireco, as predecessor of the Obligor, as borrower, certain other credit parties from time to time party thereto, as guarantors, the lenders from time to time party thereto (the “**Lenders**”), and the Agent, as agent, as it may be amended, restated, supplemented, modified, varied, renewed or replaced from time to time.
- (b) “**Obligations**” has the meaning ascribed thereto in the Credit Agreement.
- (c) “**Secured Parties**” means each Person that from time to time is defined as a “Lender” or as the “Agent” under the Credit Agreement or an Affiliate of such Person to whom Obligations are owed. Any reference to the “Secured Parties” shall be interpreted as referring to “the Secured Parties or any of them”.

- 1.2. Conflict with Credit Agreement If there is any conflict or inconsistency between the terms of the Credit Agreement and the terms of this Agreement, the provisions of the Credit Agreement shall govern to the extent necessary to remove the conflict or inconsistency.
- 1.3. Other Interpretive Rules. Any rights or benefits stated to accrue to the benefit of the Agent shall accrue to the benefit of the Agent for and on behalf of and for the benefit of the Secured Parties and any decision, determination or other action required or permitted to be made or taken by the Agent shall be interpreted to mean that decision, determination or other action made or taken in accordance with the provisions of the Credit Agreement.


## 2. GRANT OF SECURITY, ETC.

- 2.1. Grant of Security As security for payment and performance of the Obligations, the Obligor hereby mortgages, charges, assigns, transfers and pledges to the Agent as a fixed and specific mortgage and charge, and grants the Agent a security interest in, all of the Obligor's right, title and interest in and to all trademarks, patents, industrial designs, copyrights, internet domain names and all other intellectual property (collectively, the "**Intellectual Property**") now owned or at any time hereafter acquired by the Obligor or in which the Obligor now has or at any time in the future may acquire any right, title or interest (including, without limitation, all Intellectual Property listed on **Schedule "A"** hereto).
- 2.2. Purpose. This Agreement has been executed and delivered by the Obligor for the purpose of recording the grant of security interest herein with the Canadian Intellectual Property Office, the United States Patent and Trademark Office, the United States Copyright Office, or such other office or registry as may be appropriate from time to time.
- 2.3. Acknowledgment. The Obligor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Intellectual Property are more fully set forth in the General Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.
- 2.4. Governing Law. This Agreement and any dispute arising from or in relation to this Agreement shall be governed by, and interpreted and enforced in accordance with, the law of the Province of British Columbia and the laws of Canada applicable therein, excluding the conflict of law rules of that province.
- 2.5. Counterparts. This Agreement may be executed in any number of counterparts and all counterparts taken together shall be deemed to constitute one agreement.
- 2.6. Execution and Delivery. The Obligor may execute this Agreement by way of any method of electronic execution. To evidence the fact that it has executed this Agreement, the Obligor may send a signed copy of this Agreement or its signature to this Agreement by any electronic manner of transmission and the signature sent in that way shall be deemed to be its original signature for all purposes.

*[Signature page follows]*

IN WITNESS OF WHICH, the Obligor has duly executed this Agreement as of the date first above written.

GRAFTON APPAREL LTD.,  
by its authorized signatory:

By:   
Name: Shamsh Kassam  
Title: Secretary




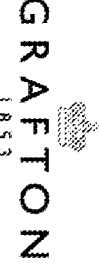
*Signature page to Intellectual Property Security Agreement - Grafton Apparel Ltd.*


SCHEDULE A



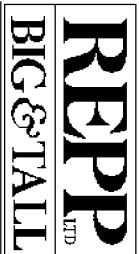
INTELLECTUAL PROPERTY

A. Trademarks, trademark registrations, and pending applications


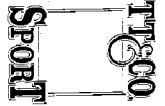
Registrations (Canada):




Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
TIP TOP TAILORS SINCE 1909	App 1925805 App 18-OCT-2018	Reg TMA1117066 Reg 05-JAN-2022	Registered	Grafton Apparel Ltd.
TIP TOP & Design 	App 1925807 App 18-OCT-2018	Reg TMA1117073 Reg 05-JAN-2022	Registered	Grafton Apparel Ltd.
TIP TOP & DESIGN 	App 1925809 App 18-OCT-2018	Reg TMA1117077 Reg 05-JAN-2022	Registered	Grafton Apparel Ltd.
JERMYN & BOND	App 1905417 App 20-JUN-2018	Reg TMA1105729 Reg 29-JUL-2021	Registered	Grafton Apparel Ltd.
GRAFTON 1853 LIQUID WOOL	App 1655859 App 11-DEC-2013	Reg TMA952403 Reg 18-OCT-2016	Registered	Grafton Apparel Ltd.
MR. BIG AND TALL XL	App 1534966 App 08-JUL-2011	Reg TMA894054 Reg 15-JAN-2015	Registered	Grafton Apparel Ltd.
GEORGE RICHARDS XL	App 1534970 App 08-JUL-2011	Reg TMA894056 Reg 15-JAN-2015	Registered	Grafton Apparel Ltd.
GR SIGNATURE SERIES DESIGN 	App 1524143 App 18-APR-2011	Reg TMA951840 Reg 11-OCT-2016	Registered	Grafton Apparel Ltd.
GRAFTON 1853 & DESIGN 	App 1522461 App 06-APR-2011	Reg TMA950781 Reg 29-SEP-2016	Registered	Grafton Apparel Ltd.



Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
MR. BIG & TALL	App 1434473 App 14-APR-2009	Reg TMA782213 Reg 10-NOV-2010	Registered	Grafton Apparel Ltd.
SIGNATURE CARRINGTON	App 1434479 App 14-APR-2009	Reg TMA782214 Reg 10-NOV-2010	Registered	Grafton Apparel Ltd.
NXT Nortek	App 1329387 App 22-DEC-2006	Reg TMA802497 Reg 20-JUL-2011	Registered	Grafton Apparel Ltd.
KINGSFORT	App 1209354 App 11-MAR-2004	Reg TMA647864 Reg 13-SEP-2005	Registered	Grafton Apparel Ltd.
GEORGE RICHARDS BIG & TALL	App 1185918 App 29-JUL-2003	Reg TMA627469 Reg 03-DEC-2004	Registered	Grafton Apparel Ltd.
GEORGE RICHARDS BIG & TALL MENSWEAR	App 1185919 App 29-JUL-2003	Reg TMA627344 Reg 02-DEC-2004	Registered	Grafton Apparel Ltd.
TIP TOP CLASSICS	App 1046184 App 11-FEB-2000	Reg TMA576108 Reg 20-FEB-2003	Registered	Grafton Apparel Ltd.
STONEHOUSE	App 1006491 App 25-FEB-1999	Reg TMA561639 Reg 09-MAY-2002	Registered	Grafton Apparel Ltd.
THE SUIT EXCHANGE	App 877362 App 06-MAY-1998	Reg TMA529956 Reg 05-JUL-2000	Registered	Grafton Apparel Ltd.
TT & COMPANY	App 862657 App 27-NOV-1997	Reg TMA511103 Reg 27-APR-1999	Registered	Grafton Apparel Ltd.
TT & COMPANY & DESIGN	App 862658 App 27-NOV-1997	Reg TMA511104 Reg 27-APR-1999	Registered	Grafton Apparel Ltd.
TIP TOP VETEMENTS D'AFFAIRES DÉCONTRACTÉS & DESIGN	App 848373 App 18-JUN-1997	Reg TMA500590 Reg 14-SEP-1998	Registered	Grafton Apparel Ltd.
				

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
TIP TOP BUSINESS CASUAL & DESIGN	App 848374 App 18-JUN-1997	Reg TMA500592 Reg 14-SEP-1998	Registered	Grafton Apparel Ltd.
				
BUSINESS CASUAL	App 846835 App 02-JUN-1997	Reg TMA500577 Reg 14-SEP-1998	Registered	Grafton Apparel Ltd.
BRITCHES GREAT OUTDOORS	App 842381 App 16-APR-1997	Reg TMA527329 Reg 04-MAY-2000	Registered	Grafton Apparel Ltd.
NORTEK & DESIGN	App 842238 App 15-APR-1997	Reg TMA536123 Reg 30-OCT-2000	Registered	Grafton Apparel Ltd.
				
BELLISSIMO	App 841248 App 04-APR-1997	Reg TMA488650 Reg 29-JAN-1998	Registered	Grafton Apparel Ltd.
REPP LTD. BIG & TALL (DESIGN)	App 791522 App 30-AUG-1995	Reg TMA472738 Reg 17-MAR-1997	Registered	Grafton Apparel Ltd.
				
BRITCHES GREAT OUTDOOR COLLECTION	App 783867 App 30-MAY-1995	Reg TMA505684 Reg 17-DEC-1998	Registered	Grafton Apparel Ltd.
EARTH CREW	App 752211 App 13-APR-1994	Reg TMA512455 Reg 31-MAY-1999	Registered	Grafton Apparel Ltd.
UP COUNTRY	App 750753 App 25-MAR-1994	Reg TMA441932 Reg 14-APR-1995	Registered	Grafton Apparel Ltd.
REPP LTD.	App 749329 App 11-MAR-1994	Reg TMA490828 Reg 04-MAR-1998	Registered	Grafton Apparel Ltd.
BOSA DESIGN	App 746049 App 24-JAN-1994	Reg TMA570678 Reg 13-NOV-2002	Registered	Grafton Apparel Ltd.





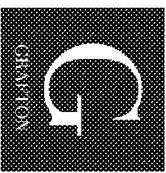


Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
<b>BOSA</b>				
FRIDAY WEAR	App 733089 App 16-JUL-1993	Reg TMA463336 Reg 13-SEP-1996	Registered	Grafton Apparel Ltd.
NORTHWOODS	App 723463 App 12-FEB-1993	Reg TMA443255 Reg 26-MAY-1995	Registered	Grafton Apparel Ltd.
CLUB VIP GOLD	App 715178 App 20-OCT-1992	Reg TMA425742 Reg 25-MAR-1994	Registered	Grafton Apparel Ltd.
TIP TOP TAILORS & DESIGN	App 705693 App 28-MAY-1992	Reg TMA438656 Reg 03-FEB-1995	Registered	Grafton Apparel Ltd.
				
SIGNATURE SERIES DESIGN	App 705702 App 28-MAY-1992	Reg TMA433896 Reg 30-SEP-1994	Registered	Grafton Apparel Ltd.
<i>Signature Series</i>				
TT & CO. SPORT & DESIGN	App 701559 App 30-MAR-1992	Reg TMA429886 Reg 01-JUL-1994	Registered	Grafton Apparel Ltd.
				
BELLISSIMO	App 585731 App 09-JUN-1987	Reg TMA395389 Reg 13-MAR-1992	Registered	Grafton Apparel Ltd.
GRAFTON & CO. DESIGN	App 573243 App 24-NOV-1986	Reg TMA337868 Reg 11-MAR-1988	Registered	Grafton Apparel Ltd.
<b>GRAFTON &amp; Co.</b>				
BRITCHES CLASSIC SPORT DESIGN (NEW/BLUE)	App 568663 App 02-SEP-1986	Reg TMA444217 Reg 23-JUN-1995	Registered	Grafton Apparel Ltd.

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
<b>BRITCHES</b> <small>CLASSIC SPORT</small>				
BRITCHES	App 568666 App 02-SEP-1986	Reg TMA414940 Reg 30-JUL-1993	Registered	Grafton Apparel Ltd.
MR. BIG N TALL	App 557070 App 07-FEB-1986	Reg TMA325166 Reg 27-MAR-1987	Registered	Grafton Apparel Ltd.
MADISON CLUB	App 556905 App 06-FEB-1986	Reg TMA330679 Reg 31-JUL-1987	Registered	Grafton Apparel Ltd.
AVENUE RD.	App 543199 App 05-JUN-1985	Reg TMA315357 Reg 20-JUN-1986	Registered	Grafton Apparel Ltd.
GIANNI MARCO	App 535892 App 01-FEB-1985	Reg TMA311494 Reg 21-FEB-1986	Registered	Grafton Apparel Ltd.
GEORGE RICHARDS KINGSIZE CLOTHIERS FOR BIG AND TALL & DESIGN	App 526249 App 02-AUG-1984	Reg TMA306621 Reg 06-SEP-1985	Registered	Grafton Apparel Ltd.
 George Richards				
CARRINGTON & DESIGN	App 516648 App 10-FEB-1984	Reg TMA307085 Reg 20-SEP-1985	Registered	Grafton Apparel Ltd.
 Carrington				
TIP TOP WAREHOUSE OUTLET & DESIGN	App 511040 App 18-OCT-1983	Reg TMA293888 Reg 10-AUG-1984	Registered	Grafton Apparel Ltd.
 TIP TOP WAREHOUSE				
GRAFTON CLUB SINCE 1853 & DESIGN	App 501597 App 11-APR-1983	Reg TMA286808 Reg 13-JAN-1984	Registered	Grafton Apparel Ltd.

Trademark	Application No. Application Date	Registration No. Registration Date	Status	Owner Name
				
NABOUR STORES	App 493952 App 27-OCT-1982	Reg TMA288827 Reg 16-MAR-1984	Registered	Gratton Apparel Ltd.
CRICKETEER & DESIGN	App 479325 App 08-DEC-1981	Reg TMA316448 Reg 18-JUL-1986	Registered	Gratton Apparel Ltd.
				
CRICKETEER	App 478014 App 06-NOV-1981	Reg TMA316499 Reg 18-JUL-1986	Registered	Gratton Apparel Ltd.
TIP TOP	App 408077 App 07-MAR-1977	Reg TMA228964 Reg 14-JUL-1978	Registered	Gratton Apparel Ltd.
LEISHMAN	App 406292 App 20-JAN-1977	Reg TMA231809 Reg 16-FEB-1979	Registered	Gratton Apparel Ltd.
NEW EDITIONS	App 324542 App 25-JUL-1969	Reg TMA169081 Reg 08-MAY-1970	Registered	Gratton Apparel Ltd.
LEISHMAN CLOTHES	App 162831 App 26-AUG-1933	Reg UCA11495 Reg 26-AUG-1933	Registered	Gratton Apparel Ltd.
TIP TOP TAILORS	App 104873	Reg TMDA28783 Reg 20-JUL-1921	Registered	Gratton Apparel Ltd.
PERFECT MOMENTS, PERFECTLY DRESSED.	App 2125538 App 05-AUG-2021	Reg TMA1197819 Reg 13-SEP-2023	Registered	Gratton Apparel Ltd.

**Applications (Canada):**

Trademark	Application No. Application Date	Status	Owner Name
MOMENTS PARFAITS TENUES PARFAITES	App 2259507 App 23-MAY-2023	Formalized (Pending)	Gratton Apparel Ltd.

Trademark	Application No. Application Date	Status	Owner Name
TIP, TOP & Design (FR) (B&W) 	App 2259190 App 19-MAY-2023	Formalized (Pending)	Grafton Apparel Ltd.
TIP, TOP & Design (FR) (Colour) 	App 2259189 App 19-MAY-2023	Formalized (Pending)	Grafton Apparel Ltd.
G GRAFTON & Design 	App 2259009 App 18-MAY-2023	Formalized (Pending)	Grafton Apparel Ltd.
NXT NORTEK & Design (White Background) 	App 2282657 App 21 – SEP – 2023	Formalized (Pending)	Grafton Apparel Ltd.
NXT NORTEK & Design (Black Background) 	App 2282653 App 21 – SEP – 2023	Formalized (Pending)	Grafton Apparel Ltd.

Applications(US):

REGISTRATION	Applicant's App Apparatus/Device	Status	Priority Country
MR. BIG AND TALL XL	App 97697794 App 30-NOV-2022	Pending	Grafton Apparel Ltd.
GEORGE RICHARDS XL	App 97697784 App 30-NOV-2022	Pending	Grafton Apparel Ltd.

**Domain Names**

GEORGERICHARDSMENSWEAR.COM  
MRBIGANDTALLMENSWEAR.COM  
TIPTOPTAILORMENSWEAR.COM  
GRAFTONFRASER.CA  
GRAFTONFRASER.COM  
MYGEORGERICHARDS.COM  
MYMRBIGANDTALL.COM  
MYTIPTOPTAILORS.COM  
GRAFTON1852.CA  
GRAFTON1852.COM  
GRAFTON1853.CA  
GRAFTON1853.COM  
GRXL.COM  
GRXL.CA  
GEORGERICHARDSXL.COM  
GEORGERICHARDSXL.CA  
GEORGERICHARDSXLMENSWEAR.COM  
GEORGERICHARDSXLMENSWEAR.CA  
MYGEORGERICHARDSXL.COM  
MYGEORGERICHARDSXL.CA  
MRBIGANDTALL.COM  
GFSFMOBILE.COM  
GEORGERICHARDS.COM  
GRAFTONAPPAREL.COM  
GRAFTONHOUSE.COM  
BRITCHES.CA  
STONEHOUSEMENSWEAR.CA  
MRBIGANDTALL.CA  
KINGSPORTCLOTHIERS.CA  
SUITECHANGE.CA  
GRAFTON.CA  
GEORGERICHARDS.CA  
GRAFTONHOUSE.CA  
MRBIGTALL.CA  
TIPTOPTAILORS.CA  
TIPTOP.CA

**B. Trade Names**

Tip Top Tailors  
Mr. Big & Tall  
George Richards

**C. Patents, patent applications, industrial designs, and industrial design applications**

Nil

**D. Copyright applications and registrations**

Nil