

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI17331

<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>
Bob Dale Gloves & Imports Ltd.		01/24/2024	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	CIBC Square , 81 Bay Street , 10th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5J 0E7		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88449448	BDG	
<b>Serial Number:</b>	97181077	BDG PLANET	
<b>Registration Number:</b>	6375522	ARC TEK	
<b>Registration Number:</b>	5952583	WILLOW	
<b>Registration Number:</b>	3792429	GANDER BRAND	
<b>Registration Number:</b>	1559875	GANDER BRAND	
<b>Registration Number:</b>	7159820	GANDER	
<b>Registration Number:</b>	6861773	CUT-X	
<b>Registration Number:</b>	6945412	X-SITE	
<b>Registration Number:</b>	6541870	DENY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	4168632400		
<b>Email:</b>	epatent@blakes.com		
<b>Correspondent Name:</b>	Mr. Henry BIAN		
<b>Address Line 1:</b>	Blake, Cassels & Graydon LLP		
<b>Address Line 2:</b>	199 Bay Street, Commerce Court West		

CH \$265.00.00 88449448

**Address Line 4:** Toronto, CANADA M5L 1A9

**ATTORNEY DOCKET NUMBER:** 2019/9034

**NAME OF SUBMITTER:** Judith Martin

**SIGNATURE:** Judith Martin

**DATE SIGNED:** 02/09/2024

**Total Attachments: 7**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** (the "**Agreement**") is dated as of January 24, 2024 and executed by Bob Dale Gloves & Imports Ltd. (the "**Borrower**"), a corporation subsisting under the laws of the Province of Alberta, in favour of Canadian Imperial Bank of Commerce, in its capacity as administrative agent (the "**Agent**"), for the benefit of itself and the other Secured Parties, and having its business address at CIBC Square, 81 Bay Street, 10<sup>th</sup> Floor, Toronto, Ontario M5J 0E7;

**WHEREAS** Canadian Imperial Bank of Commerce and such other persons as may become lenders and Canadian Imperial Bank of Commerce, in its capacity as administrative agent on behalf of the Secured Parties, have entered into a credit agreement with the Borrower, as borrower, and 547759 Alberta Ltd., 774573 Alberta Ltd. and Bob Dale Gloves & Imports US Inc., as guarantors, made as of January 24, 2024 (as amended, modified, supplemented or restated from time to time, the "**Credit Agreement**");

**AND WHEREAS** in connection with the Credit Agreement, the Borrower has entered into a Canadian general security agreement made as of the date hereof among, *inter alios*, the Borrower and the Agent (as the same may be amended, modified, supplemented, renewed, extended or restated from time to time, the "**Security Agreement**") pursuant to which the Borrower has granted to the Agent a security interest in and to, among other things, its personal property and undertaking, including the Intellectual Property Collateral (as defined below), and the Agent wishes to record this Agreement with the Canadian Intellectual Property Office;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Borrower, the Borrower hereby agrees with the Agent as follows:

**SECTION 1. Defined Terms.** Unless otherwise defined herein, capitalized terms used herein (including, without limitation, in the recitals hereto) have the meaning given to them in the Security Agreement.

**SECTION 2. Grant of Security Interest in Intellectual Property Collateral.** As collateral security for the payment and performance in full of all the Secured Liabilities, the Borrower has granted and, for greater certainty, hereby grants to the Agent for the benefit of itself and the other Secured Parties, a fixed charge on and a security interest in all of its right, title and interest in, under and to all of its personal property and undertaking consisting of intellectual property, including the trademarks, trademark registrations, applications for trademark registrations, copyright registrations and applications for copyright registrations referred to in Schedule A attached hereto (collectively the "**Intellectual Property Collateral**").

**SECTION 3. The Intellectual Property Collateral.** The Intellectual Property Collateral shall not include any Intellectual Property Rights to the extent that granting or perfecting a security interest would result in the invalidity, unenforceability, abandonment, cancellation or voiding thereof.

**SECTION 4. Termination.** This Agreement shall terminate contemporaneously with the termination of the Security Agreement, at which time the Agent shall execute and deliver to the Borrower such documents as the Borrower shall reasonably request to effect such termination

including, without limitation, documents to release and/or discharge the security interest granted in the Intellectual Property Collateral, all at the sole cost and expense of the Borrower.

**SECTION 5. Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein.

**SECTION 6. Intercreditor Agreement.** Notwithstanding anything to the contrary contained herein, the provisions of this Agreement are subject to the provisions of the Intercreditor Agreement (as defined in the Credit Agreement).

**SECTION 7. Counterparts.** This Agreement may be executed in any number of counterparts (including by way of facsimile or electronic transmission) and all or such counterparts taken together shall be deemed to constitute one and the same instrument.

[Balance of page left blank; signature pages follow]

**IN WITNESS WHEREOF**, the Borrower has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date set forth above.

**BOB DALE GLOVES & IMPORTS LTD.**

By: 

Name: Denis Dale

Title: President

**Accepted and Agreed:**

**CANADIAN IMPERIAL BANK OF COMMERCE,**  
as Agent






By: \_\_\_\_\_  
Name: Steven Filippi  
Title: Authorized Signatory

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE A  
TRADEMARKS**

**Registered trademarks and applications for trademark registrations:**

<b>Country</b>	<b>Trademark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Licensed to or by Borrower</b>
US	ARC TEK	88/451036	May 29/19	6375522	Jun. 8/21	N
US	WILLOW	87/398366	Apr 4/17	5952583	Jan 7/20	N
US	GANDER BRAND 	77/781088	Jul 14/09	3792429	May 25/10	N
US	GANDER BRAND 	73/732473	Jun 6/88	1559875	Oct 10/89	N
US	BDG	88/449448	May 28/19			N
US	GANDER	88/435571	May 17/19	7159820	Sept 12/23	N
US	CUT-X	88/368443	Apr 2/19	6861773	Oct 4/22	N
US	X-SITE	88/368453	Apr 2/19	6945412	Jan 10/23	N
US	DENY	88/368459	Apr 2/19	6541870	Nov 2/21	N
US	BDG PLANET	97/181077	Dec 20/21			N
CA	BDG	1242968	Jan 7/05	TMA655803	Dec 23/05	N
CA	CANADIAN WINTER	0658049	May 14/90	TMA388730	Sept 6/91	N
CA	ARC TEK	1829361	Mar 27/17	TMA1005769	Sept 27/18	N
CA	ARC TEK	1933158	Nov 29/18	TMA1149887	Nov 8/22	N
CA	WILLOW	1806444	Oct 26/16	TMA985763	Nov 28/17	N
CA	BDG	1932937	Nov 28/18	TMA1127854	May 2/22	N
CA	GANDER	1931460	Nov 20/18	TMA1133043	Jul 4/22	N
CA	CUT-X	1923568	Oct 4/18	TMA1116052	Dec 16/21	N

Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Licensed to or by Borrower
CA	X-SITE	1923570	Oct 4/18	TMA1116053	Dec 16/21	N
CA	DENY	1923571	Oct 4/18	TMA1123666	Mar 22/22	N
CA	GANDER AND GOOSE DESIGN 	1425546	Jan 23/09	TMA786373	Jan 5/11	N
CA	GANDER BRAND	0204378	Oct 5/49	UCA34649	Oct 5/49	N
CA	RUF RIGGER	0322402	May 15/69	TMA168273	Mar 20/70	N
CA	GANDER GOLDEN	1042523	Feb 3/00	TMA550899	Sept 17/01	N
CA	JOEBIG	1084802	Dec 4/00	TMA570108	Nov 1/02	N
CA	SITE GLOVE	1504421	Nov 15/10	TMA821813	Apr 10/12	N
CA	SHIFTER	1504420	Nov 15/10	TMA821814	Apr 10/12	N
CA	ADVANCED DRILLER	1541654	Aug 25/11	TMA824140	May 15/12	N
CA	CHASE SERIES	1528080	May 13/11	TMA824145	May 15/12	N
CA	BIG RED	1504422	Nov 15/10	TMA825630	Jun 6/12	N
CA	RODEO KING	1504423	Nov 15/10	TMA825631	Jun 6/12	N
CA	KING OF THE ROAD	1504425	Nov 15/10	TMA825632	Jun 6/12	N
CA	RODEO QUEEN	1504424	Nov 15/10	TMA825633	Jun 6/12	N
CA	IMPACT AUTHORITY	1541655	Aug 25/11	TMA841726	Jan 30/13	N
CA	XCAVATOR	1528078	May 13/11	TMA841740	Jan 30/13	N
CA	DRY AS A BONE	1528079	May 13/11	TMA841851	Jan 31/13	N
CA	RANCH KING	1541653	Aug 25/11	TMA841945	Jan 31/13	N
CA	EXPERT WALKER	1608598	Dec 28/12	TMA878674	May 26/14	N
CA	CRITTER HANDLER	1608599	Dec 28/12	TMA878946	May 28/14	N
CA	ANIMAL EMPIRE	1608604	Dec 28/12	TMA888045	Oct 15/14	N
CA	SUPER SCOOPER	1608601	Dec 28/12	TMA888046	Oct 15/14	N
CA	COZY COVERS	1608602	Dec 28/12	TMA888047	Oct 15/14	N
CA	TRAINER	1608600	Dec 28/12	TMA888048	Oct 15/14	N
CA	OPERATOR	1507858	Dec 13/10	TMA913228	Sept 8/15	N



Country	Trademark	Application No.	Application Date	Registration No.	Registration Date	Licensed to or by Borrower
CA	BDG PLANET	2150312	Nov 29/21			N

**Copyright registrations and applications for copyright registrations:**

Country	Copyright Registration No./Registration Date	Title	Category of Work/Status	Licensed to or by Borrower
CA	1043710/2006-12-07	Men's Glove Size Chart	Literary/Registered	N
CA	1053481/2007-11-09	Performance Series	Literary/Registered	N
CA	1053482/2007-11-09	Mechanics Series	Literary/Registered	N
CA	1155696/2018-12-21	BDG Signature TPR backhand protection design	Artistic/Registered	N
CA	1155697/2018-12-21	9790 HI Viz Impact Cut Glove	Artistic/Registered	N
CA	1043711/2006-12-07	Women's Glove Size Chart	Literary/Registered	N
CA	1053483/2007-11-09	Tactical Series	Literary/Registered	N
CA	1057459/2008-04-09	Men's Glove Size Chart	Literary/Registered	N

**Industrial designs/registered designs and applications for registered designs:**

Country	Design	Application Date	Registration No.	Issue Date	Licensed to or by Borrower
CA	Glove	2014-07-08	157469	2015/02/05	N
CA	Glove	2014-07-08	157470	2015-02-05	N
CA	Glove	2014-07-08	157468	2015-02-05	N
CA	Glove	2014-07-18	157681	2015/02/19	N
CA	Glove	2016-06-10	168906	2017/01/18	N