

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM523862

<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>
Arden Holdings Inc. / Les Placements Arden Inc.		09/28/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Canadian Imperial Bank of Commerce		
<b>Street Address:</b>	199 Bay Street, 4th Floor		
<b>City:</b>	Toronto		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5L 1A2		
<b>Entity Type:</b>	Chartered Bank: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86778359	MAT +	
<b>Serial Number:</b>	86726841	FLEX	
<b>Serial Number:</b>	86726865	PERFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4162163930		
<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>	416-216-4857		
<b>Email:</b>	andrea.ashton@nortonrosefulbright.com		
<b>Correspondent Name:</b>	Andrea Ashton		
<b>Address Line 1:</b>	200 Bay Street, Suite 3800		
<b>Address Line 2:</b>	Royal Bank Plaza, South Tower		
<b>Address Line 4:</b>	Toronto, CANADA M5J 2Z4		
<b>ATTORNEY DOCKET NUMBER:</b>	1001015439		
<b>NAME OF SUBMITTER:</b>	Andrea Ashton		
<b>SIGNATURE:</b>	/Andrea Ashton/		
<b>DATE SIGNED:</b>	05/16/2019		
<b>Total Attachments: 5</b>			
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## **INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY CONFIRMATORY SECURITY AGREEMENT (this **Agreement**), dated as of September 28, 2018, is made by ARDEN HOLDINGS INC. / LES PLACEMENTS ARDEN INC. (the **Grantor**) in favor of CANADIAN IMPERIAL BANK OF COMMERCE, in its capacities as administrative agent and hypothecary representative under Article 2692 of the *Civil Code of Québec* (in such capacities, the **Secured Party**).

### **WITNESSETH:**

**WHEREAS** the Grantor is the registered owner of:

(i) the Canadian trademark applications and registered trademarks listed in Schedule "A" hereto (collectively, the **Canadian Trademarks**);

(ii) the Canadian copyright listed in Schedule "B" hereto (the **Canadian Copyright**, and collectively with the Canadian Trademarks, the **Canadian Intellectual Property**); and

(iii) the United States trademarks listed in Schedule "C" hereto (collectively, the **US Trademarks** and collectively with the Canadian Intellectual Property, the **Intellectual Property**);

**WHEREAS** the Secured Party and the Grantor have entered into (i) that certain deed of hypothec entered into on September 20, 2018, and (ii) that certain general security agreement entered into on September 28, 2018, each as collateral security for the payment and performance of certain obligations as more fully described therein (the **Security Documents** and each a **Security Document**), pursuant to which the Grantor granted to the Secured Party a hypothec on, and a security interest in and to, among other things, the Intellectual Property;

**WHEREAS** the Grantor and the Secured Party have perfected (rendered opposable against third parties) each Security Document in the Intellectual Property in accordance with applicable law; and

**WHEREAS** the Grantor and the Secured Party have agreed to enter into this Agreement for the purposes of recording the Security Documents and the security created thereunder in the Intellectual Property with the Canadian Intellectual Property Office (the **CIPO**) and the United States Patent and Trademark Office (the **USPTO**).

**NOW THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor and the Secured Party hereby agree as follows:

1. The Grantor and the Secured Party hereby confirm that they have entered into the Security Documents and that, pursuant to the Security Documents, the Grantor has granted to and in favour of the Secured Party a hypothec on, and a security interest in and to, among other things, the Intellectual Property.
2. The Grantor and the Secured Party hereby acknowledge and affirm that the rights and remedies of the Secured Party with respect to the hypothec on, and the security interest in, the Intellectual Property are more fully set forth in the Security Documents and that in the event of a conflict between the provisions of this Agreement and the provisions of the Security Documents, the terms of the Security Documents shall control.
3. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the CIPO record this Agreement with respect to the Canadian Intellectual Property.

4. The Grantor and the Secured Party hereby authorize and request that the commissioner, registrar or any other applicable government officer of the USPTO record this Agreement with respect to the US Trademarks.
5. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.
6. This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Québec and the federal laws of Canada applicable therein, without regard to the conflict of law principles.
7. The parties hereto have expressly required that this Agreement and all deeds, documents and notices relating thereto be drafted in the English language. *Les parties aux présentes ont expressément exigé que le présent acte et tout autre contrat, document et avis qui y sont afférents soient rédigés en langue anglaise.*

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Confirmatory Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

ARDEN HOLDINGS INC. / LES PLACEMENTS  
ARDEN INC.,  
as Grantor

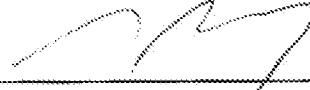
By: 

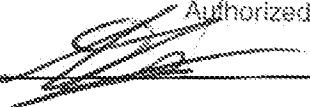
Name: ARDEN DERUSHIAN

Title: PRESIDENT

[Signatures continue on next page]

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Secured Party

By:   
Name: \_\_\_\_\_  
Title: Geoff Golding  
Authorized Signatory

By:   
Name: \_\_\_\_\_  
Title: Anthony Tsuen  
Authorized Signatory

SCHEDULE "C"

US TRADEMARKS

Citation	Application Number	Registration Number
MAT + <b>Mat +</b>	App 86778359	Reg 5005096
FLEX <b>FLEX</b>	App 86726841	Reg 4974959
PERFORM <b>PERFORM</b>	App 86726865	Reg 4974960