

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM706181

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAWLEY, LLC		01/28/2022	Corporation: SOUTH CAROLINA
RECEIVING PARTY DATA			
Name:	THE TORONTO DOMINION BANK		
Street Address:	TD TOWER 100 WELLINGTON STREET WEST		
Internal Address:	29TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5K 1A2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6494064	PWR BIKES	
CORRESPONDENCE DATA			
Fax Number:	5142888389		
<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:	4162162459		
Email:	melissa.rye@nortonrosefulbright.com		
Correspondent Name:	Jean Lee		
Address Line 1:	2500-1 Place Ville-Marie		
Address Line 4:	Montréal, CANADA H3B 1R1		
NAME OF SUBMITTER:	Jean Lee		
SIGNATURE:	/Jean Lee/		
DATE SIGNED:	02/02/2022		
Total Attachments: 5			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") dated as of January 28, 2022 is made by **HAWLEY, LLC**, a limited liability corporation governed by the laws of South Carolina (including its successors and permitted assigns, the "Grantor"), for the benefit of **THE TORONTO-DOMINION BANK** (including its successors and assigns in such capacity, the "Lender").

WHEREAS, the Grantor owns the intellectual property set forth in Annex A hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "Intellectual Property"); and

WHEREAS, the Grantor has executed a security agreement dated as of January 31, 2018, (as amended, restated, supplemented, extended, renewed, replaced or otherwise modified from time to time, the "Security Agreement") in favour of the Lender, pursuant to which the Grantor granted to the Lender a security interest in, and to its property, including without limitation, the Intellectual Property.

NOW THEREFORE, for other good and valuable consideration, and in accordance with the terms and obligations set forth in the Security Agreement, the parties hereto agree as follows:

1. **Grant of Security**. The Grantor hereby grants to the Lender a continuing security interest in, lien on and collateral assignment of, all of the Grantor's right, title and interest in and to the following, whether now owned or existing or hereafter acquired or arising, regardless of where located (the "Collateral"):

(a) the trademark registration set forth in Annex A hereto (provided that no security interest or collateral assignment shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein or collateral assignment thereof would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby;

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

2. **Security for Obligations**. The grant of a security interest in the Collateral by the Grantor under this Agreement secures the payment of the Secured Obligations (as defined in the Security Agreement) of the Grantor. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts that constitute part of the Secured Obligations (as defined in the Security Agreement) and that would be owed by the Grantor to the Lender but for the fact that such Secured Obligations (as defined in the Security Agreement) are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Grantor.

3. **Recordation.** The Grantor authorizes the filing of this confirmation with the United States Patent and Trademark Office or any other relevant intellectual property office.

4. **Execution in Counterparts.** This Agreement may be executed in any number of 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. Delivery of an executed signature page to this Agreement by electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

5. **Grants; Rights and Remedies.** This Agreement has been entered into in conjunction with the provisions of the Security Agreement. In addition to the grant of the security interest hereunder to the Lender with respect to the Collateral, the Grantor hereby acknowledges, confirms and ratifies the grant to the Lender of a security interest in the Collateral pursuant to the Security Agreement and that the rights and remedies of the Lender 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.

6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of South Carolina.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Security Agreement to be executed and delivered as of the day and year first above written.

GRANTOR:


HAWLEY, LLC

DocuSigned by:
By: Martin Lemay
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

THE TORONTO-DOMINION BANK

By: 
Name: Corey Dufort
Title: Senior Analyst - Asset Based Lending


Sean Noonan
Manager Commercial Credit

ANNEX A

Trademarks:

Serial No	Filing Date	Registration No	Registration Date	Word Mark	Owner name
88706273	25 Nov 2019	6494064	21 Sept 2021	PWR BIKES	HAWLEY, LLC