

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM734867

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DETAIL K2 INC.		06/14/2022	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Agent		
Street Address:	155 Wellington Street West		
Internal Address:	8th Floor		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 3K7		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5660329	DK2	
Registration Number:	2008450	PROSHOVEL	
Registration Number:	3402226	SNOWBEAR	
Registration Number:	2002074	SNOWBEAR	
Registration Number:	5314513	SNOWBEAR CERTIFIED	
Registration Number:	1871049	WINTER WOLF	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	/jep/		
DATE SIGNED:	06/15/2022		

CH \$165.00 5660329

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 14th day of June 2022, DETAIL K2 INC., a corporation existing pursuant to the laws of the Province of Ontario (“*Debtor*”) with its principal place of business and mailing address at 5330 Mainway, Burlington, Ontario L7L 6A4, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to ROYAL BANK OF CANADA (“*RBC*”), with its mailing address at 155 Wellington Street West, 8th Floor, Toronto, Ontario M5V 3K7, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (RBC acting as such administrative agent and any successors or assigns to RBC acting in such capacity being hereinafter referred to as “*Agent*”), and grants to Agent for the benefit of the Secured Creditors a continuing security interest in and to all of the right, title and interest of such Debtor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time (the “*Trademark Collateral*”):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application and all extensions and renewals thereof; and

(ii) All proceeds of the foregoing, including without limitation (x) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing and (y) any and all claims and causes of action by Debtor against third parties for damages, restitution and injunctive and other legal and equitable relief by reason of past, present or future infringement, dilution, misappropriation, violation, misuse, breach or default of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right but no obligation to sue for and collect, or otherwise recover, said damages;

to secure the payment and performance of all Secured Obligations of Debtor and all other Debtors as set out in that certain Security Agreement dated as of June 14, 2022, between Debtor, such other Debtors and Agent, as the same may be supplemented, amended, modified, or restated from time to time (the “*Security Agreement*”). All capitalized terms used in this Trademark Collateral Agreement without definition shall have the same meaning herein as such terms have in the Security Agreement. Notwithstanding anything herein to the contrary, without limiting the immediately following paragraph, the security interest created by this Agreement shall not extend to, and the definition of “*Trademark Collateral*” shall specifically exclude, Excluded Property.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as “*Intent-to-Use Applications*”), but rather, if and so long as Debtor’s Intent-to-Use Application is pending without

a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-to-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor authorizes the Commissioner for Trademarks and any other government officials to record and register this Trademark Collateral Agreement upon request by Agent.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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. The rights and remedies of Agent with respect to the Trademark Collateral are as provided by the Security Agreement and related documents, and nothing in this Trademark Collateral Agreement shall be deemed to limit such rights and remedies.

This Trademark Collateral Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Collateral Agreement and the other Loan Documents, and any separate letter agreements with respect to fees payable to Agent, constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Delivery of an executed counterpart of a signature page of this Trademark Collateral Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Trademark Collateral Agreement. This Trademark Collateral Agreement shall be construed and determined in accordance with the laws of the United States and the State of New York (including Section 5-1401 and Section 5-1402 of the General Obligations law of the State of New York) without regard to conflicts of law principles that would require application of the laws of another jurisdiction. This Trademark Collateral Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns and the other Loan Documents including, without limitation, any Assignment shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronics Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DETAIL K2 INC.

By *Tiffany Bell*
Name Tiffany Bell
Title Authorized Signing Officer

Accepted and agreed to as of the date and year last above written.

ROYAL BANK OF CANADA, AS ADMINISTRATIVE
AGENT

By _____
Name _____
Title _____

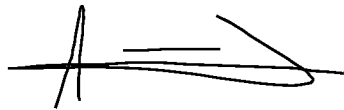
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

DETAIL K2 INC.

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

ROYAL BANK OF CANADA, AS ADMINISTRATIVE
AGENT

By  _____
Name Annie Lee
Title Manager, Agency Services

**SCHEDULE A
To
TRADEMARK COLLATERAL AGREEMENT
REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS**

Mark	Jurisdiction	Serial No./ Filing Date	Application No./ Application Date	Registration No./ Registration Date	Status	Owner/ Applicant
DK2	USA	87936816 May 18, 2021	--	5660329 November 6, 2018	Registered	Detail K2 Inc.
PROSHOVEL	United States		75/017,211	2,008,450 October 15, 1996	Registered	Detail K2 Inc.
SNOWBEAR	United States		76/562,518	3,402,226 March 25, 2008	Registered	Detail K2 Inc.
SNOWBEAR & DESIGN	United States		74/460,602	2,002,074 September 24, 1996	Registered	Detail K2 Inc.
SNOWBEAR CERTIFIED DESIGN	United States		86/640,374	5,314,513 October 24, 2017	Registered	Detail K2 Inc.
WINTER WOLF & DESIGN	United States		74/481,563	1,871,049 January 3, 1995	Registered	Detail K2 Inc.