

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM793448

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1000369798 ONTARIO INC.		12/30/2022	Corporation:
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 S. Dearborn Street, Floor 35		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6452638	BRANT INSTORE	
Registration Number:	6452639	B	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	4162163950		
Email:	tom.sutherland@nortonrosefulbright.com		
Correspondent Name:	NORTON ROSE FULBRIGHT CANADA LLP		
Address Line 1:	1 PLACE VILLE MARIE		
Address Line 2:	SUITE 2500		
Address Line 4:	MONTREAL, CANADA H3B 1R1		
ATTORNEY DOCKET NUMBER:	1001234709		
NAME OF SUBMITTER:	Tom Sutherland		
SIGNATURE:	/Tom Sutherland/		
DATE SIGNED:	03/10/2023		
Total Attachments: 5			
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CANADIAN TRADEMARK SECURITY AGREEMENT

This CANADIAN TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or modified from time to time, the "Canadian Trademark Security Agreement"), dated as of December 30, 2022, is by 1000369798 ONTARIO INC., an Ontario corporation ("Grantor"), in favor of JPMORGAN CHASE BANK, N.A. (the "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of October 5, 2022, by and among the Borrowers from time to time thereto, the other Loan Parties from time to time party thereto, and the Lender (as amended, restated, supplemented or otherwise modified from time to time, including, without limitation by that certain Consent, Joinder and Amendment No. 1 to Credit Agreement, dated as of the date hereof, the "Credit Agreement"), the Lender has agreed to make loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor executed and delivered to the Lender that certain Canadian Pledge and Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time by and between the Grantor and the Lender, the "Security Agreement"); and

WHEREAS, in connection with the Security Agreement, Grantor has agreed to execute and deliver to the Lender this Canadian Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to the Lender a continuing first priority (subject to Permitted Encumbrances) security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired to secure all of its Secured Obligations (collectively, the "Trademark Collateral"): (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including those registered trademarks referred to on Schedule I hereto; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world; provided, the Trademark Collateral shall not include any 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 would impair the validity or enforceability of such intent-to-use trademark applications under applicable US law; provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral; and provided further that the security interest granted hereunder shall not constitute an assignment or mortgage of any trademark or service mark to the Lender.

3. **PLEDGE AND SECURITY AGREEMENT.** The security interests granted pursuant to this Canadian Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights

and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Canadian Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt (and in any case in the next Compliance Certificate required to be delivered pursuant to the Credit Agreement) notice in writing to the Lender with respect to any such new trademarks. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes the Lender unilaterally to modify this Canadian Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Canadian Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the continuing security interest of the Lender in all the Trademark Collateral, whether or not listed on Schedule I.

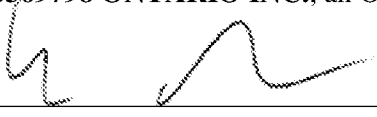
5. COUNTERPARTS. This Canadian Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Canadian Trademark Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

6. CHOICE OF LAW. THIS CANADIAN TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE PROVINCE OF ONTARIO AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Canadian Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

1000369798 ONTARIO INC., an Ontario corporation

By:  _____

Name: Eran Salu

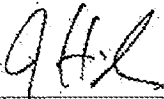
Title: President

(Signature page to Canadian Trademark and Security Agreement)

TRADEMARK
REEL: 007999 FRAME: 0955

ACCEPTED AND ACKNOWLEDGED BY:

JPMORGAN CHASE BANK, N.A.,
as Lender



By: 
Name: Jack Hinch
Title: Authorized Officer

(Signature page to Canadian Trademark and Security Agreement)

TRADEMARK
REEL: 007999 FRAME: 0956

SCHEDULE I
to
CANADIAN TRADEMARK SECURITY AGREEMENT

TRADEMARKS

Mark	Jurisdiction	Serial/Reg. No./Application No.	Status	Owner¹
BRANT INSTORE	US	6452638	Registered	Brant Instore Corporation 555 Greenwich street, PO Box 1176 Brantford CANADA Ontario
 BRANT INSTORE	US	6452639	Registered	Brant Instore Corporation 555 Greenwich street, PO Box 1176 Brantford CANADA Ontario
BRANT INSTORE	CA	2077906	Pending	Brant Instore Corporation 555 Greenwich street, PO Box 1176 Brantford CANADA Ontario
	CA	2077905	Pending	Brant Instore Corporation 555 Greenwich street, PO Box 1176 Brantford CANADA Ontario

¹ Assignments of ownership to the Canadian Borrower to be filed at the United States Patent and Trademark Office and Canadian Intellectual Property Office following closing of the Brant InStore Corporation acquisition on the First Amendment Effective Date.