

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM1237736

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Great Canadian Railtour Company Ltd.		05/09/2024	Corporation: CANADA
RECEIVING PARTY DATA			
Company Name:	Bank of Montreal		
Street Address:	250 Yonge Street		
Internal Address:	11th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5B 2L7		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	6155974	ALL ABOARD AMAZING	
Registration Number:	6010571	CREATORS OF LIFE CHANGING EXPERIENCES	
Registration Number:	4009907	FIRST PASSAGE TO THE WEST	
Registration Number:	4032015	FRASER THE BEAR	
Registration Number:	5809726	GOLDLEAF DELUXE SERVICE	
Registration Number:	5809725	GOLDLEAF SERVICE	
Registration Number:	4009906	JOURNEY THROUGH THE CLOUDS	
Registration Number:	6392134	PLATINUMLEAF SERVICE	
Registration Number:	4012927	RAINFOREST TO GOLD RUSH	
Registration Number:	2100715	ROCKY MOUNTAINEER	
Registration Number:	2446613	ROCKY MOUNTAINEER GOLDLEAF SERVICE	
Registration Number:	5823994	ROCKY MOUNTAINEER RAILTOURS	
Registration Number:	4066304	ROCKY MOUNTAINEER SILVERLEAF SERVICE	
Registration Number:	5754168	ROCKY MOUNTAINEER VACATIONS	
Registration Number:	5248443	SILVERLEAF SERVICE	
Registration Number:	6661618	THE MOST SPECTACULAR TRAIN TRIP IN THE WORLD	
Registration Number:	4009865		
Registration Number:	4054222		

OP \$540.00.00 87391328

Property Type	Number	Word Mark
Serial Number:	98053392	CANYON SPIRIT
Serial Number:	97522308	COASTAL PASSAGE
Serial Number:	90411125	ROCKIES TO THE RED ROCKS

CORRESPONDENCE DATA

Fax Number: 6137839690

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.

Phone: 6137839644

Email: anna.clark@dentons.com

Correspondent Name: Ms. Anna Clark

Address Line 1: 99 Bank Street

Address Line 2: Suite 1420

Address Line 4: Ottawa, CANADA K1P 1H4

ATTORNEY DOCKET NUMBER:	512989-326
NAME OF SUBMITTER:	Anna Clark
SIGNATURE:	Anna Clark
DATE SIGNED:	05/16/2024

Total Attachments: 11

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT ("IP Security Agreement"), dated as of May 9th, 2024, is made by and among the Persons listed on the signature pages hereto (the "Grantors," and each, a "Grantor") in favor of BANK OF MONTREAL, in its capacity as administrative agent, for the benefit of the Secured Parties (the "Agent").

WHEREAS, each Grantor has executed and delivered to the Agent a general security agreement dated on or about the date hereof, made by and among the Grantors and the Agent (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed to execute and deliver this IP Security Agreement for recording with Governmental Authorities of the United States, including, but not limited to, the United States Patent and Trademark Office and the United States Copyright Office.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Grant of Security. Each Grantor hereby pledges and grants to the Agent for the benefit of the Secured Parties a security interest in and to all of the right, title, and interest of such Grantor in, to, and under the following (the "IP Collateral"):

(a) the patents and patent applications set forth on Schedule 1 hereto and all reissues, divisions, continuations, continuations-in-part, renewals, extensions, and reexaminations thereof and amendments thereto (the "Patents");

(b) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use thereof and symbolized thereby, and all extensions and renewals thereof (the "Trademarks"), excluding only United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant, attachment, or enforcement of a security interest therein would, under applicable federal law, impair the registrability of such applications or the validity or enforceability of registrations issuing from such applications;

(c) the copyright registrations/applications, and copyright registrations and applications exclusively licensed to such Grantor set forth on Schedule 3 hereto, and all extensions and renewals thereof (the "Copyrights");

(d) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(e) 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

(f) any and all claims and causes of action with respect to any of the foregoing, whether occurring before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right, but no obligation, to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation. Each Grantor authorizes the Commissioner for Patents, the Commissioner for Trademarks, and the Register of Copyrights and any other government officials to record and register this IP Security Agreement upon request by the Agent.

3. Secured Documents. This IP Security Agreement has been entered into pursuant to and in conjunction with the Security Agreement, which is hereby incorporated by reference. The provisions of the Security Agreement shall supersede and control over any conflicting or inconsistent provision herein. The rights and remedies of the Agent with respect to the IP Collateral are as provided by the Credit Agreement, the Security Agreement, and related documents, and nothing in this IP Security Agreement shall be deemed to limit such rights and remedies.

4. Execution in Counterparts. This IP Security 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this IP Security Agreement.

5. Successors and Assigns. This IP Security Agreement will be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Security Agreement and any claim, controversy, dispute, or cause of action (whether in contract or tort or otherwise) based upon, arising out of, or relating to this IP Security Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GREAT CANADIAN RAILTOUR COMPANY LTD.

By: 
Name: Sherry Tryssenaar
Title: Chief Financial Officer

By: _____
Name:
Title:

BANK OF MONTREAL, as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

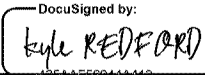
IN WITNESS WHEREOF, each Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

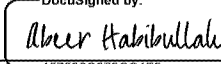
GREAT CANADIAN RAILTOUR COMPANY LTD.

By: _____
Name:
Title:

By: _____
Name:
Title:

BANK OF MONTREAL, as Agent

By:  _____
Name: Kyle Redford
Title: Managing Director

By:  _____
Name: Abeer Habibullah
Title: Senior Director, Loan Syndications

SCHEDULES

Schedule 1

PATENTS

Patents

Title	Jurisdiction	Patent Number	Issue Date	Record Owner
N/A				

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Filing Date	Record Owner
N/A				

Schedule 2


TRADEMARKS

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	[Record Owner]
ALL ABOARD AMAZING	U.S.	6155974	September 22, 2020	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
CREATORS OF LIFE CHANGING EXPERIENCES	U.S.	6010571	March 17, 2020	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
FIRST PASSAGE TO THE WEST	U.S.	4009907	Renewed, July 25, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
FRASER THE BEAR	U.S.	4032015	Renewed, September 8, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
GOLDLEAF DELUXE SERVICE	U.S.	5809726	July 23, 2019	Great Canadian Railtour Company LTD. (Canada Corporation)

				Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
GOLDLEAF SERVICE	U.S.	5809725	July 23, 2019	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
JOURNEY THROUGH THE CLOUDS	U.S.	4009906	Renewed, August 4, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
PLATINUMLEAF SERVICE	U.S.	6392134	June 22, 2021	Great Canadian Railtour Company LTD. (Canada Corporation) 101 - 369 Terminal Avenue, VANCOUVER, BC V6A4C4 Canada
RAINFOREST TO GOLD RUSH	U.S.	4012927	Renewed, March 30, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
ROCKY MOUNTAINEER	U.S.	2100715	Renewed, August 31, 2017	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada

ROCKY MOUNTAINEER GOLDLEAF SERVICE	U.S.	2446613	Renewed, March 12, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
ROCKY MOUNTAINEER RAILTOURS	U.S.	5823994	August 6, 2019	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
ROCKY MOUNTAINEER SILVERLEAF SERVICE	U.S.	4066304	Renewed, April 1, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
ROCKY MOUNTAINEER VACATIONS	U.S.	5754168	May 21, 2019	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
SILVERLEAF SERVICE	U.S.	5248443	July 25, 2017	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
THE MOST SPECTACULAR TRAIN TRIP IN THE WORLD	U.S.	6661618	March 1, 2022	Great Canadian Railtour Company LTD. (Canada Corporation)

				Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
Design Only 	U.S.	4009865	Renewed, July 25, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
Design Only	U.S.	4054222	Renewed, March 4, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada

Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date	[Record Owner]
CANYON SPIRIT	U.S.	Suspension Letter Mailed, March 29, 2024	98053392	June 21, 2023	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 1100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada
COASTAL PASSAGE	U.S.	Published, April 2, 2024	97522308	July 27, 2022	Great Canadian Railtour Company LTD. (Canada Corporation) 1100-980 Howe Street, VANCOUVER,

					BC V6Z0C8 Canada
ROCKIES TO THE RED ROCKS	U.S.	Published, August 19, 2022	90411125	December 24, 2020	Great Canadian Railtour Company LTD. (Canada Corporation) Suite 100 - 980 Howe Street, VANCOUVER, BC V6Z0C8 Canada

Schedule 3

COPYRIGHTS

Copyright Registrations

Title	Jurisdiction	Registration Number	Registration Date	[Record Owner]
N/A				

Copyright Applications

Title	Jurisdiction	Application Number	Filing Date	[Record Owner]
N/A				

Exclusively Licensed Copyright Registrations

License Agreement	Copyright Title	Jurisdiction	Registration Number	Registration Date
N/A				

Exclusively Licensed Copyright Applications

License Agreement	Copyright Title	Jurisdiction	Application Number	Filing Date
N/A				