

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5377129

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF SECURITY INTEREST IN PATENT
CONVEYING PARTY DATA	
Name	Execution Date
BAFFIN LIMITED	02/14/2019
RECEIVING PARTY DATA	
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT
Street Address:	ELEVEN MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10010
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	8151484
Patent Number:	D612136
Patent Number:	D606289
Patent Number:	D738601
Patent Number:	D581143
Patent Number:	D587881
CORRESPONDENCE DATA	
Fax Number:	(213)891-8763
<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>	
Email:	rhonda.deleon@lw.com
Correspondent Name:	LATHAM & WATKINS LLP
Address Line 1:	355 SOUTH GRAND AVENUE
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560
ATTORNEY DOCKET NUMBER:	022411-1210
NAME OF SUBMITTER:	RHONDA DELEON
SIGNATURE:	/Rhonda DeLeon/
DATE SIGNED:	02/14/2019
Total Attachments: 6	

source=Grant of Security Interest in Patent executed#page1.tif
source=Grant of Security Interest in Patent executed#page2.tif
source=Grant of Security Interest in Patent executed#page3.tif
source=Grant of Security Interest in Patent executed#page4.tif
source=Grant of Security Interest in Patent executed#page5.tif
source=Grant of Security Interest in Patent executed#page6.tif

**GRANT OF
SECURITY INTEREST IN PATENT**

THIS GRANT OF SECURITY INTEREST IN PATENT, dated as of February 14, 2019 (this "Agreement"), is made by Baffin Limited, a corporation existing under the laws of Ontario (the "Grantor"), in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (in such capacity, together with any successor agent appointed pursuant to the Credit Agreement, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time party to the Credit Agreement, dated as of December 2, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among Canada Goose Holdings Inc., a corporation existing under the laws of British Columbia ("Holdings"), Canada Goose Inc., a corporation existing under the laws of Ontario (together with its successors, by amalgamation or otherwise, and permitted assigns, the "Borrower"), the Lenders from time to time party thereto, and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered the Security Agreement, dated as of December 2, 2016, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Patents, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements, Secured Hedge Agreements or Secured Bank Product Agreements with Holdings, the Borrower and/or its Restricted Subsidiaries, Grantor agrees, for the benefit of the Collateral Agent and the Secured Parties as follows:

1. *Definitions.* Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. *Grant of Security Interest.* Subject to the terms of the Security Agreement, Grantor hereby grants a Security Interest in all of its right, title and interest in, to and under the Patents, to

the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment and performance when due of the Obligations.

3. *Purpose.* This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. *Termination or Release.* Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to Grantor an instrument in writing in recordable form releasing the security interest in the Patents of such Grantor under this Grant of Security Interest in Patents.

5. *Acknowledgment.* Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. *Counterparts.* This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the Borrower and the Collateral Agent.

7. *Governing Law.* THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BAFFIN LIMITED, as Grantor

By: 
Name: Jonathan Sinclair
Title: President

By: _____
Name: David Forrest
Title: Secretary

[Signature Page to Grant of Security Interest in Patents]

PATENT
REEL: 048350 FRAME: 0900


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BAFFIN LIMITED, as Grantor

By: _____

Name: Jonathan Sinclair

Title: President

By:  _____

Name: David Forrest

Title: Secretary

[Signature Page to Grant of Security Interest in Patents]

PATENT

REEL: 048350 FRAME: 0901

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH,
as the Collateral Agent

By: 
Name: Judith E. Smith
Title: Authorized Signatory

By: 
Name: Brady Bingham
Title: Authorized Signatory

SCHEDULE A

U.S. PATENT REGISTRATIONS AND APPLICATIONS

Jurisdiction	Patent No.	Issue Date	Title	Inventor	Owner	Status
United States	8151484	10-Apr-12	THREE-PIECE FOOTWEAR	Paul Hubner	Baffin Limited	Good Standing
United States	D612,136	23-03-2010	FOOTWEAR SOLE	Paul Hubner	Baffin Limited	Registered
United States	D606,289	22-12-2009	BOOT	Paul Hubner	Baffin Limited	Registered
United States	D738,601	15-09-2015	FOOTWEAR SOLE	Paul Hubner	Baffin Limited	Registered
United States	D581,143	25-11-2008	FOOTWEAR	Paul Hubner	Baffin Limited	Registered
United States	D587,881	25-11-2008	FOOTWEAR	Paul Hubner	Baffin Limited	Registered

59531024_8

US-DOCS\104179728.2

72276293_2

RECORDED: 02/14/2019

PATENT
REEL: 048350 FRAME: 0903