

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM322399

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DayMen Canada Acquisition ULC		11/06/2014	ULC: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GE Canada Finance Holding Company		
<b>Street Address:</b>	123 Front Street West		
<b>Internal Address:</b>	Suite 1400		
<b>City:</b>	Toronto		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	M5J 2M2		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86210758	ECHELON	
<b>Serial Number:</b>	86130064	MAXFIT SYSTEM	
<b>Serial Number:</b>	86222024	QUICKSPIN 360	
<b>Serial Number:</b>	86209667	SATINSHELL	
<b>Serial Number:</b>	86209677	STRETCHFLEX STRAP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129939767		
<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>			
<b>Phone:</b>	3129932647		
<b>Email:</b>	zeynep.gieseke@lw.com		
<b>Correspondent Name:</b>	Zeynep Gieseke		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 2:</b>	Latham & Watkins LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	025646-0819		
<b>NAME OF SUBMITTER:</b>	Zeynep Gieseke		
<b>SIGNATURE:</b>	/zg/		

CH \$140.00 86210758

<b>DATE SIGNED:</b>	11/06/2014
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**Total Attachments: 7**

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- source=Canadian IP Security Agreement#page7.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 6, 2014, is made by the entity listed on the signature pages hereof (the “Grantor”), in favor of GE Canada Finance Holding Company (“GE Canada”), as Canadian Agent for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of November 6, 2014 (as amended to date and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among the Canadian Borrower, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto, General Electric Capital Corporation, as US/HK Agent, GE Corporate Finance Bank SAS, London Branch, as UK Agent, and GE Canada, as Canadian Agent, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor is party to the Pledge and Security Agreement pursuant to which the Grantor is required to execute and deliver this Intellectual Property Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agents to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Canadian Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark, Patent and Design Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Canadian Agent for the benefit of the Secured Parties, and grants to the Canadian Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Collateral”):

- (a) all of its Patents and all IP Licenses providing for the grant by or to Grantor of any right under any Patent, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

- (c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;
- (d) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (e) all renewals and extensions of the foregoing;
- (f) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (g) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;
- (h) all of its Designs and all IP Licenses providing for the grant by or to Grantor of any right under any Design, including, without limitation, those referred to on Schedule 1 hereto; and
- (i) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Pledge and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to the Canadian Agent pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Canadian Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks, Patents, Designs and IP Licenses subject to a security interest hereunder to the extent, and on the same terms, set forth in the Pledge and Security Agreement.

Section 5. Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

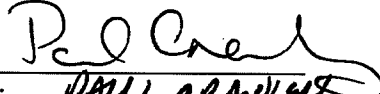
Section 6. Governing Law. This Intellectual Property Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the Province of Ontario and the federal laws of Canada applicable therein.

[SIGNATURE PAGES FOLLOW]

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

Very truly yours,

DAYMEN CANADA ACQUISITION ULC,  
as Grantor

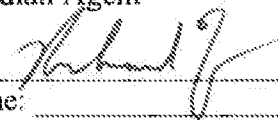
By:   
Name: PAUL CRAWLEY  
Title: DIRECTOR

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK  
REEL: 005395 FRAME: 0584

ACCEPTED AND AGREED  
as of the date first above written:

GE CANADA FINANCE HOLDING COMPANY,  
as Canadian Agent

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**RICHARD ZENI**  
DULY AUTHORIZED SIGNATORY

[Signature Page to Intellectual Property Security Agreement]

SCHEDULE I  
TO  
INTELLECTUAL PROPERTY SECURITY AGREEMENT

**Patents and Designs**

Country	Title	Filed	Inventor Name(s)	Application No.	Patent No.	Issue Date
US	Wheeled knapsack	05/24/1996	Ann H. Song	08/653,678	5,676,286	10/14/1997

**Patents Applications**

Country	Title	Filed	Inventor Name(s)	Application No.
US	Infield Backpack for Carrying a Spotting Scope Attached to a Tripod	4/29/2013	Kevin Crandall	13/824914
US	Bag with collapsible pocket	9/17/2013	Luis Quehl	14/029629



## **Trademarks**

<b>Country</b>	<b>Trademark</b>	<b>Status</b>	<b>Serial No./ Reg. No.</b>	<b>Filing Date/ Reg. Date</b>
United States	ECHELON	Pending	86/210758	03/04/2014
United States	MAXFIT SYSTEM	Pending	86/130064	11/26/2013
United States	QUICKSPIN 360	Pending	86/222024	03/14/2014
United States	SATINSHELL	Pending	86/209667	03/03/2014
United States	STRETCHFLEX STRAP	Pending	86/209677	03/03/2014