

## TRADEMARK ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Livingston International, Inc.		10/11/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Livingston International Inc.		
Street Address:	405 The West Mall, Suite 400		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M9C 5K7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86081161	LIVINGSTON	
Serial Number:	86081196	LIVINGSTON	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	llesser@stblaw.com, agregorian@stblaw.com		
Correspondent Name:	Lori E. Lesser		
Address Line 1:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	001521/0002		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Alexis Gregorian

Signature:

/Alexis Gregorian/

Date:

10/11/2013

Total Attachments: 1

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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made October 11, 2013 by and between Livingston International, Inc., a Delaware corporation located at 150 Pierce Road, Suite 500, Itasca, Illinois 60143 ("Assignor"), and Livingston International Inc., an Ontario corporation located at 405 The West Mall, Suite 400, Toronto, Ontario M9C 5K7 ("Assignee," and together with Assignor, the "Parties").

**WHEREAS**, Assignor filed with the U.S. Patent and Trademark Office ("USPTO") applications to register the trademarks LIVINGSTON and LIVINGSTON & Design in International Classes 35, 36, 39 and 42 on October 2, 2013, which were assigned U.S. Serial No. 86/081,161 and U.S. Serial No. 86/081,196 (the "Applications");

**WHEREAS**, the Parties agree that Assignee is the proper owner of the Applications, and therefore Assignor wishes to assign to Assignee the Applications and all common-law rights in the trademarks covered by the Applications, together with the goodwill of the business symbolized thereby (collectively, the "Trademarks");

**NOW THEREFORE**, the Parties agree as follows:

1. Assignor hereby assigns to Assignee, on a quitclaim basis, all of Assignor's right, title and interest in the Trademarks. Assignor shall execute all documents and take all actions as Assignee may reasonably request to evidence and perfect the above assignment.

2. This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada. This Agreement constitutes the Parties' entire agreement with respect to the Trademarks. This Agreement may be executed in counterparts, and facsimile or PDF signatures shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the above date.

LIVINGSTON INTERNATIONAL, INC.

By: J. Joseph

Name: Joe Joseph

Title: Vice-President, Finance

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Title: Vice-President, Finance