#### 900280637 02/19/2014

### TRADEMARK ASSIGNMENT

## Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	"Correction Agreement" removing security interest from two registrations

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALTERINVEST II FUND L.P.		102/03/2014	LIMITED PARTNERSHIP: CANADA
SOLENO INC.		02/03/2014	CORPORATION: CANADA

#### **RECEIVING PARTY DATA**

Name:	MAGIC SLIDERS JOINT VENTURE	
Street Address:	1156 Route 133	
City:	Iberville	
State/Country:	CANADA	
Postal Code:	J2X4J5	
Entity Type:	PARTNERSHIP: CANADA	
Composed Of:	Main Street Marketing L.P, DELAWARE, LIMITED PARTNERSHIP     Soleno Inc., CANADA, CORPORATION	

#### PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3469098	MAGIC SLIDERS
Registration Number:	3508027	MOVING WIZARD

#### **CORRESPONDENCE DATA**

**Fax Number**: 5163323315

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 212-332-3332
Email: plattneal@gmail.com

Correspondent Name: Neal R. Platt
Address Line 1: 767 Third Avenue

Address Line 2: Law Office of Jack M. Platt, 23rd Floor Address Line 4: New York, NEW YORK 10017

DOMESTIC REPRESENTATIVE

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Name: Address Line 1: Address Line 2: Address Line 3: Address Line 4:		
NAME OF SUBMITTER:	Neal R. Platt	
Signature:	/NRP/	
Date:	02/19/2014	
Total Attachments: 3 source=CorrectionAgrFULLYSigned-2-19-14#page1.tif source=CorrectionAgrFULLYSigned-2-19-14#page2.tif source=CorrectionAgrFULLYSigned-2-19-14#page3.tif		

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# **CORRECTION AGREEMENT**

THIS AGREEMENT dated February 3, 2014 (the "Effective Date") by and between MAGIC SLIDERS JOINT VENTURE ("Owner"), a partnership organized and existing under the laws of Canada, maintaining an office at 1156 Route 133, Iberville J2X4J5, Canada, SOLENO INC. ("Borrower"), a Canadian corporation having its principal place of business at 1156 Route 133, Iberville J2X4J5, Canada, and ALTERINVEST II FUND L.P. ("Lender"), a limited partnership organized and existing under the laws of Quebec, Canada, having its principal place of business at 5 Place Ville-Marie, Suite 500, Montreal, Quebec H3B 5E7, Canada;

#### WITNESSETH:

WHEREAS, Owner is the sole owner of several registrations on the Principal Register of the U.S. Patent & Trademark Office ("USPTO"), including but not limited to the registrations of MAGIC SLIDERS, Reg. No. 3,469,098 (the "MAGIC SLIDERS Registration"), and MOVING WIZARD, Reg. No. 3,508,027 (the "MOVING WIZARD Registration") (the MAGIC SLIDERS Registration and the MOVING WIZARD Registration hereinafter collectively "Owner's Affected Registrations");

WHEREAS, Borrower and Lender entered into a security agreement on October 24, 2008 (hereinafter, the "Security Agreement") in the French Language, denominated in French "Hypotheque Universelle Mobiliere," in which, among other things, Borrower granted Lender a security interest in certain listed collateral ostensibly belonging to Borrower (the "Listed Collateral"), which list incorrectly (unbeknownst to the Lender) included Owner's Affected Registrations;

WHEREAS, on October 28, 2008, at Lender's request, the USPTO recorded a copy of the Security Agreement against the Listed Collateral, commencing at Reel 3892/Frame 455 (the "Original Recordation");

WHEREAS, on December 5, 2008, at Lender's request, for the ostensible purpose of correcting Lender's name, the USPTO recorded a first corrective recordation against the Listed Collateral, commencing at Reel 3898 / Frame 746 (the "First Corrective Recordation"), and Lender's request sought and obtained recordation of such copy also against Owner's Affected Registrations;

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WHEREAS, Lender represents that Lender was advised in January 2010 that the sole owner of Owner's Affected Registrations was Owner;

WHEREAS, on April 6, 2010, at Lender's request, for the ostensible purpose, among other(s), of removing the Original Recordation from Owner's Affected Registrations, a corrective assignment commencing at Reel 4190 / Frame 18 (the "Second Corrective Recordation") was recorded at the USPTO, wherein Lender requested that Owner's Affected Registrations be removed from the First Corrective Recordation, in order to remove any lien or security interest previously recorded in favor of Lender in respect of Owner's Affected Registrations; and

WHEREAS, Owner has requested that Borrower and Lender enter into this Agreement to confirm that Lender's intent in recording the Second Corrective Recordation was and is to expunge any lien or security interest in Owner's Affected Registrations, upon the following terms and conditions;

### NOW THEREFORE, all parties hereto agree as follows:

- 1. Adoption of Recitals. All parties stipulate to the above recitals in all respects without reservation.
- 2. No Indebtedness. To date, Owner has incurred no indebtedness to Lender, and has granted no security interest or other interest to Lender, whether in respect of Owner's Affected Registrations or any other property belonging to Owner.
- 3. Expungement. Any security interest or other interest that may have been created or imposed upon Owner's Affected Registrations, or which may be reflected in or memorialized, by the Original Recordation, the First Corrective Recordation, or the Second Corrective Recordation, is hereby permanently and forever relinquished and expunged.
- 4. Consent to Recordation. All parties hereby irrevocably consent to any party's recordation of this Agreement with the USPTO.
- 5. Special Release of Liability. By accepting this Agreement, Owner waives any claim against Borrower and Lender, jointly and severally, arising out of the recording of the Original Recordation against Owner's Affected Registrations.

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6. Counterparts. This Agreement may be executed in counterparts and signatures hereon may be exchanged and transmitted by facsimile or e-mail transmission, which counterparts and signatures shall be deemed to be originals, constituting a single agreement and shall be deemed valid and binding.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have executed this Agreement.

Owner:

Lender:

MAGIC SLIDERS JOINT VENTURE

ALTERINVEST II FUND L.P.,

by its general partner, Business Development

Bank of Canada-

Fimothy Laughlin

President

by:

Name: ALJSU Office: Propy

Borrower:

SOLENO INC.

Vame

Office: /

Alain Poirier President

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