

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM310975

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
2095462 Ontario Limited (DBA Poolhouse Enterprises)		10/06/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Facebook, Inc.		
Street Address:	1601 Willow Road		
City:	Menlo Park		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	77803645	CATBOOK	
Serial Number:	77803641	DOGBOOK	
Serial Number:	77803661	HORSEBOOK	
Serial Number:	77803665	MY BABYBOOK	
CORRESPONDENCE DATA			
Fax Number:	6508497400		
<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>			
Phone:	650-843-5000		
Email:	trademarks@cooley.com		
Correspondent Name:	Aaron M. Fennimore		
Address Line 1:	1299 Pennsylvania Ave. NW, Suite 700		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	309101-20000		
NAME OF SUBMITTER:	Aaron M. Fennimore		
SIGNATURE:	/Aaron M. Fennimore/		
DATE SIGNED:	07/17/2014		
Total Attachments: 5			
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Exhibit A

TRADEMARK ASSIGNMENT

This Trademark Assignment is entered into as of the 06 day of OCTOBER, 2013 (the "Execution Date"), by and among 2095462 Ontario Limited (*d.b.a.* Poolhouse Enterprises) and 2147395 Ontario Limited (collectively, "Assignors") and Facebook, Inc. ("Facebook").

WHEREAS, Assignors and Facebook are parties to a confidential agreement, dated as of 06/10, 2013 (the "*Confidential Agreement*"), pursuant to which Facebook will acquire all of Assignors' right, title and interest in and to certain assets, including but not limited to the trademarks and trademark filings identified on Schedules A and B hereto, together with the goodwill associated with and symbolized by them (all such trademarks and filings referred to collectively as the "*Assigned Trademarks*").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignors and Facebook each hereby agrees as follows:

1. Assignment.

1.1 Assignors hereby presently assign, transfer, convey and deliver to Facebook and its successors and assigns any and all of its right, title and interest in, to and under the trademarks identified in Schedule A, including, without limitation, all common law trademark rights therein and all applications or registrations therefor, and all goodwill associated with such marks, together with the right to sue and recover damages for future, present and past infringements.

1.2 Assignors agree to an automatic future springing assignment, transfer, conveyance, and delivery to Facebook and its successors and assigns of any and all its rights, title and interest in, to and under the trademarks identified in Schedule B, together with all common law rights therein and all applications therefor, and any goodwill associated with such marks, together with the right to sue and recover damages for future, present and past infringements, in accordance with Sections 2 & 3 of this Trademark Assignment.

2. Assignors' Obligations.

2.1 Assignors agree to execute and deliver contemporaneously with the execution and delivery of this Trademark Assignment the following documents that are necessary to convert the intent-to-use/proposed use applications identified in Schedule B into in-use applications: (i) the amendments to allege use attached hereto as Exhibit A1 for the pending U.S. applications for DOGBOOK, CATBOOK, and MY BABYBOOK identified in Schedule B, (ii) the statement of use attached hereto as Exhibit A2 for the published U.S. application for HORSEBOOK, and (iii) the declarations of use attached hereto as Exhibit A3 for the pending Canadian applications for DOGBOOK, CATBOOK, and MY BABY BOOK.

2.2 Assignors further agree to execute and deliver such other documents and to take all such other actions which Facebook, its successors and/or assigns may reasonably request to effect the terms of this Trademark Assignment and to execute and deliver any and all affidavits,

testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Trademark Assignment and its recordation in any relevant state and national trademark offices, all of the foregoing to be prepared and filed at Facebook's sole expense.

3. Effective Dates. The assignment of the trademarks identified in Schedule A is made effective as of the Execution Date. The assignment of each of the trademarks identified in Schedule B is made effective immediately after all amendments to allege use and statements of use for the pending United States applications and all declarations of use for the pending Canadian applications are filed. The effective date of the assignment of the trademarks identified in Schedule B will therefore be the date upon which the last amendment to allege use, statement of use, or declaration of use is filed.

4. Transfer of Responsibility. Responsibility for the prosecution of the trademarks identified in Schedule B will transfer to Facebook upon the Execution Date such that all filings and payment of fees associated with the prosecution of the trademarks identified in Schedule B will be made solely and exclusively at Facebook's direction and expense. Assignors agree to execute and deliver contemporaneously with the execution and delivery of this Trademark Assignment powers of attorney for the trademarks identified in Schedule B, which are attached hereto as Exhibit A4.

5. Assignors' Representations and Warranties.

5.1 Assignors represent and warrant that they have provided and delivered to Facebook true and correct first use dates and first use in commerce dates for each of the Assigned Trademarks, including supporting documentation for each, before the Execution Date.

5.2. Assignor represent and warrant that they have satisfied all of the United States Patent and Trademark Office's outstanding concerns regarding the goods and services descriptions in the pending U.S. trademark applications identified in Exhibit B.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO THE TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be executed, by their duly authorized corporate officer on this 06 day of OCTOBER 2013 (the "Execution Date").

2095462 Ontario Limited (d.b.a. Poolhouse Enterprises)

By: 

Name: GEOFFREY B. ROCHE

Title: OWNER / CO FOUNDER

Company: 2095462 ONT. LTD
POOLHOUSE LTD.

2147395 Ontario Limited

By: 

Name: GEOFFREY B. ROCHE

Title: OWNER / FOUNDER

Company: 2147395 ONT LTD

This Trademark Assignment acknowledged and agreed to by:

Facebook, Inc.

By: 

Name: Kathleen E Johnston

Title: Lead IP Counsel

Date: 10/4, 2013

SCHEDULE A to TRADEMARK ASSIGNMENT

**ASSIGNED REGISTERED TRADEMARKS AND COMMON LAW TRADEMARKS
FOR WHICH NO APPLICATIONS OR REGISTRATIONS EXIST**

CATBOOK (Canadian Reg. No. TMA790801, U.S. Reg. No. 3,944,774);

DOGBOOK (Canadian Reg. No. TMA787335, U.S. Reg. No. 3,944,773);

HORSEBOOK (Canadian Reg. No. TMA801088);

BIRDBOOK;

RODENTBOOK;

FISHBOOK; and

FERRETBOOK.

SCHEDULE B to TRADEMARK ASSIGNMENT

ASSIGNED TRADEMARK APPLICATIONS

CATBOOK (U.S. Ser. No. 77/803,645, Canadian App. No. 1,444,941);

DOGBOOK (U.S. Ser. No. 77/803,641, Canadian App. No. 1,444,940);

HORSEBOOK (U.S. Ser. No. 77/803,661); and

MY BABYBOOK (U.S. Ser. No. 77/803,665, Canadian App. No. 1,446,826).