# OP \$40.00 3110129

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM319703

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Savaria Home Access Inc.		09/12/2014	CORPORATION: CANADA

### **RECEIVING PARTY DATA**

Name:	Savaria Corporation	
Street Address:	2724 Étienne-Lenoir	
City:	Laval, Quebec	
State/Country:	CANADA	
Postal Code:	H7R 0A3	
Entity Type:	CORPORATION: CANADA	

## **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3110129	SILVER CROSS

#### **CORRESPONDENCE DATA**

**Fax Number:** 2123707889

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.

Phone: 2123701300

Email: pto@egsllp.com

Correspondent Name: Jennifer D. Silverman

**Address Line 1:** 1345 Avenue of the Americas, 11th Floor

Address Line 2: Ellenoff Grossman & Schole LLP
Address Line 4: New York, NEW YORK 10105

ATTORNEY DOCKET NUMBER:	14468.001
NAME OF SUBMITTER:	Jennifer D. Silverman
SIGNATURE:	/Jennifer D. Silverman/
DATE SIGNED:	10/09/2014

#### **Total Attachments: 3**

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> TRADEMARK REEL: 005378 FRAME: 0885

## TRADE-MARK ASSIGNMENT AGREEMENT

This Trade-mark Assignment (the "Assignment") by SAVARIA HOME ACCESS INC., a corporation incorporated under the laws of Ontario, having its registered office at 2 Walker Drive, Brampton, Ontario L6T 5E1 (the "Assignor") to SAVARIA CORPORATION, a corporation incorporated under the laws of Alberta, having its principal place of business at 2724 Étienne-Lenoir, Laval, Quebec H7R 0A3 (the "Assignee"), is effective as of September 12, 2014.

The Assignor desires to assign to the Assignee, and the Assignee desires to acquire from the Assignor, all of the Assignor's right, title and interest in and to the registered Trade-marks set forth in Schedule A hereto (the "Trade-marks"), together with certain assets of the Assignor to which the Trade-marks pertain.

NOW, THEREFORE, in consideration for the amounts paid under the Asset Transfer Agreement entered into between the Assignor and the Assignee, effective September 12, 2014, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment</u>. The Assignor hereby grants, assigns and conveys to the Assignee, and its successors and assigns, all of its right, title and interest in and to the Trade-marks.
- 2. <u>Cooperation</u>. The Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may reasonably be requested by the Assignee to effectuate more fully the transactions contemplated by this Assignment.
- 3. <u>Binding Effect.</u> The terms, covenants and provisions of this Assignment shall inure to the benefit of the Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.
- 5. <u>Governing law</u>. This Agreement shall be construed in accordance with the law of the Province of Quebec.
- 6. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a party may send a copy of its original signature on the execution page hereof to the other party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving party.

(signature page follows)

TRADEMARK REEL: 005378 FRAME: 0886 EXECUTED as of the day and year first above written.

# SAVARIA HOME ACCESS INC.

Per:

Name: Marcel Bourassa

Title: President

SAVARIA CORPORATION

Per:

Name/ Marcel Bourassa

Titles President

# SCHEDULE A

# REGISTERED CANADIAN TRADE-MARK

Trade-mark

Registration No.

SILVER CROSS

TMA 463,371

REGISTERED U.S. TRADEMARK

Trademark/Service Mark

Registration No.

SILVER CROSS

3110129

TRADEMARK REEL: 005378 FRAME: 0888

**RECORDED: 10/10/2014**