

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324661

| | | | |
|---|--|-----------------------|------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Neill Corporation | | 10/04/2014 | CORPORATION: LOUISIANA |
| RECEIVING PARTY DATA | | | |
| Name: | 1445221 Ontario, Inc. | | |
| Also Known As: | NOVVO ETOPA | | |
| Street Address: | 210 LES MILL ROAD | | |
| City: | NORTH YORK, ONTARIO | | |
| State/Country: | UNITED STATES | | |
| Postal Code: | M3B 2T5 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 76134677 | ETOPA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 7738904170 | | |
| <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: | 773-472-7120 | | |
| Email: | alandlyonslaw@sbcglobal.net | | |
| Correspondent Name: | Alan D. Lyons | | |
| Address Line 1: | 4305 N. Lincoln | | |
| Address Line 4: | Chicago, ILLINOIS 60618 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Alan D. Lyons | | |
| Address Line 1: | 4305 N. Lincoln | | |
| Address Line 4: | Chicago, ILLINOIS 60618 | | |
| NAME OF SUBMITTER: | Alan D. Lyons | | |
| SIGNATURE: | /Alan D Lyons/ | | |
| DATE SIGNED: | 12/01/2014 | | |
| Total Attachments: 2 | | | |
| source=Etopa Assgnment TM 1#page1.tif | | | |

OP \$40.00 76134677

TRADEMARK

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made and entered into this 4th day of October 2014 between 1445221 Ontario, Inc. o/a Novvo ("Assignee") and Neill Corporation ("Assignor"). The Assignee and Assignor are hereinafter collectively referred to as the "Parties".

WHEREAS, Assignor has licensed to Assignee all of the Assignor's right, title and interest in and to the Trademarks "ETOPA" and "etopa", including all logos, designs, and other indicia of said Trademark under the Registration Numbers 2698223, filed March 24, 2000; and 2743031, filed September 25, 2000 respectively; and

WHEREAS, the parties entered into an agreement ("Agreement") dated July 29, 2013 which *inter alia* provided that the Assignor (Neill Corporation) granted to Assignee (1445221 Ontario, Inc. o/a Novvo) an option to purchase all of the Assignor's right, title and interest in the Trademarks "ETOPA" and "etopa" after a period of one (1) year from the date of the contract; and

WHEREAS, The Assignee decided to exercise said option and has provided Assignor with notice of the exercise of said option along with the good and valuable consideration agreed to by the parties, including the sum of \$1.00 which is hereby acknowledged as received by Assignee along with such other good and valuable consideration as agreed by the parties; and

WHEREAS, it is understood by the parties that the Assignee intends to and shall file with the United States Patent and Trademark Office said Assignment of Trademarks and Assignor shall provide any documents required to for that purpose; and

WHEREAS, the parties further agree and understand that after this Assignment of Trademarks that Assignee shall have no further right, title or interest in said Trademarks;

THEREFORE:

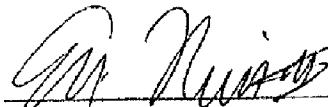
1. That Assignor has not done anything from the signing of the Agreement on July 29, 2013 to sell, hypothecate, or assign Assignor's right, title and interest in said Trademarks.
2. That Assignor hereby assigns for good and valuable consideration received, all of Assignor's right, title and interest to the Trademarks "ETOPA" and "etopa".
3. This Assignment and the Agreement constitute the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, if any, between the Parties relating to the subject matter hereof. In the event that any provision of this Assignment is found to be invalid or unenforceable, the remaining provisions shall not be affected.
4. Each of the undersigned has read this Assignment, understands its contents, and is authorized to sign on behalf of the entities listed below. This document may be signed in separate counterparts, which will have the same effect as if signed on one document and may be submitted by facsimile, electronic mail or US Mail to the Parties.

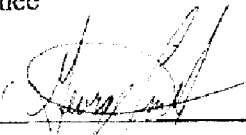
5. This Assignment may be executed in multiple counterparts, which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that not all parties are signatories to the same counterpart.

6. The Agreement shall remain binding on the Parties to enforce the terms and provisions of this Assignment and the Agreement and shall have all remedies permitted by law both legal and equitable.

Neill Corporation
Assignor

1445221 Ontario, Inc. o/a Novvo
Assignee

By:  President
Edwin Neill

By: 
George Civello

Date: 10/4/14

Date: November 17, 2014