

06/25/2015



103672638

To the Director of the U. S. Patent and Trademark Office

Documents or the new address(es) below.

1. Name of conveying party(ies):

MarParc Inc.
MarcParc Valet Inc.

- Individual(s)
- Partnership
- Corporation- State: District of Columbia/Maryland
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) District of Columbia/Maryland

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) March 10, 2015

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Imperial Parking Canada Corporation

Street Address: 601 West Cordova Street, Suite 300

City: Vancouver

State: BC

Country: Canada

Zip: V6B 1G1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

None

B. Trademark Registration No.(s)

See Attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Trademarks and wordmarks for parking lot business.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Heather Miller

Internal Address: _____

Street Address: 601 West Cordova Street, Suite 300

City: Vancouver

State: B.C., Canada

Zip: V6B 1G1

Phone Number: 604.331.7220

Docket Number: _____

Email Address: HMiller@impark.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$115.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name 06/25/2015 KNGUYEN1 00000002 3447790

9. Signature:

Marc Slavin
Signature

Marc Slavin

Name of Person Signing



JUNE 18, 2015
Date

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Continuation of Item 4(B) - Trademark Registration Numbers

Exhibit "A"

Mark:	Reg. No.:
 <p>MARCPARC VALET PROFESSIONAL COURTEOUS (Design plus words, letters, and/or numbers)</p>	3447790
MARCPARC VALET	3447789
 <p>MARCPARC INC. PARKING PROFESSIONAL CLEAN COURTEOUS (Design plus words, letters, and/or numbers)</p>	2702035
MARCPARC	2697428

TRADEMARK ASSIGNMENT

Dated Effective: March 10, 2015

This Assignment (this "Assignment") is entered into by and among **MARCPARC INC.**, a District of Columbia corporation ("MarcParc Inc."), **MARCPARC VALET INC.**, a Maryland corporation (together with MarcParc Inc., the "Assignor"), with an address at 1233 - 20th Street, NW, Suite 402, Washington, D.C. 20036 and **IMPERIAL PARKING CANADA CORPORATION**, a Nova Scotia corporation ("Assignee"), with an address at 601 West Cordova Street, Suite 300, Vancouver, BC, Canada, V6B 1G1.

WHEREAS, Assignor is the owner of certain trademarks and trademark registrations therefor identified on Exhibit A attached hereto (collectively called the "Trademarks"); and

WHEREAS, Assignee has acquired the entire rights, title, and interest in the Trademarks in perpetuity;

NOW, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest in and to the Trademarks including, but not limited to, all use and registration rights with respect to the Trademarks, including the right to sue for past infringement and recover damages therefor, all rights to prepare derivative marks, all goodwill associated with the Trademarks, and all other rights.
2. Representations and Warranties. Assignor represents and warrants to Assignee:
 - (a) Assignor has the right, power and authority to enter into this Assignment;
 - (b) Assignor is the exclusive owner of all rights, title and interest, including all intellectual property rights, in the Trademarks;
 - (c) The Trademarks are free of any liens, security interests, encumbrances or licenses;
 - (d) The Trademarks do not infringe the rights of any person or entity;
 - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademarks;
 - (f) This Assignment is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto;
 - (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Assignment; and

(h) The Trademarks identified on Exhibit A are the only trademarks and trademark applications or registrations that Assignor owns anywhere in the world.

3. Entire Agreement. This Assignment contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

4. Amendment. This Assignment may be amended only by a written agreement signed by both parties which explicitly adjoins itself to this agreement.

5. Severability. If any term, provision, covenant or condition of this Assignment, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Assignment and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

6. Agreement to Perform Necessary Acts. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Assignment at no cost to Assignee, including any acts or documents necessary to identify and record or register this Assignment with the U.S. Patent and Trademark Office.

7. Governing Law. This Assignment shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the District of Columbia.

8. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

9. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[Remainder of page intentionally left blank]

ASSIGNEE:

**IMPERIAL PARKING CANADA
CORPORATION**

By: 

Name: Stephen Richards
Title: Senior Vice President, General
Counsel and Secretary

ASSIGNOR:

MARCPARC INC.

By: 

Name: Marc Slavin
Title: President

MARCPARC VALET INC.

By: 

Name: Marc Slavin
Title: President

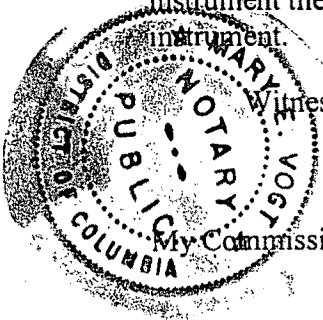
NOTARIZATION FORM

State of District of
County of Columbia

On June 18, 2015, before me, Mary E. Vogt, notary, personally appeared Marc Slavin, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the

instrument.

Witness my hand and official seal.



My Commission Expires:

Mary E. Vogt
Notary Public

Mary E Vogt
District of Columbia, Notary Public
My Commission Expires
September 14, 2015

City of Vancouver

Province of British Columbia

On June 15, 2015, before me, Catherine Crow, notary, personally appeared Stephen Richards, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Catherine Crow
Notary Public

My Commission Expires: N/A

CATHERINE CRAW
Notary Public
601 W. Cordova St. Suite 300
Vancouver, BC V6B 1G1
Tel. 604-331-7286
Commission Expires: N/A

Exhibit "A"

Mark:	Reg. No.:
 <p>MARCPARC VALET PROFESSIONAL COURTEOUS (Design plus words, letters, and/or numbers)</p>	3447790
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