

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM349168

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
R.M.P. Athletic Locker Ltd.		07/17/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	INA International Ltd.		
Street Address:	824 41st Avenue NE		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2E 3R3		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4050242	EIRA	
Registration Number:	2497557	POWDER ROOM	
Registration Number:	2282773	RIPZONE	
Serial Number:	85763293	RPZN	
Serial Number:	85763304	PWDR ROOM	
CORRESPONDENCE DATA			
Fax Number:	2024347400		
<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:	2025853510		
Email:	snweller@mintz.com, jddib@mintz.com		
Correspondent Name:	Susan Neuberger Weller		
Address Line 1:	701 Pennsylvania Avenue, N.W.		
Address Line 2:	Suite 900		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	20825-610		
DOMESTIC REPRESENTATIVE			
Name:	Susan Neuberger Weller		
Address Line 1:	701 Pennsylvania Avenue, N.W.		

CH \$140.00 4050242

Address Line 2:	Suite 900
Address Line 4:	Washington, D.C. 20004
NAME OF SUBMITTER:	Susan Neuberger Weller
SIGNATURE:	/Susan Neuberger Weller/
DATE SIGNED:	07/24/2015
Total Attachments: 4 source=Assignment RMP to INA#page1.tif source=Assignment RMP to INA#page2.tif source=Assignment RMP to INA#page3.tif source=Assignment RMP to INA#page4.tif	

CONFIRMATORY ASSIGNMENT (TRADEMARKS) – USA

WHEREAS R.M.P. Athletic Locker Limited (“**R.M.P.**”), whose full post office address is 6085 Belgrave Road, Mississauga, Ontario, L5R 4E6,, Canada, is the owner of the trademarks indicated in Schedule A annexed hereto (collectively, the “**Trademarks**”);

AND WHEREAS pursuant to an Asset Purchase Agreement made and entered into on July 6, 2015 (the “**APA**”), R.M.P. agreed to sell, assign and transfer, among other things, the Purchased IP (as defined in the APA), including the Trademarks, to INA International Ltd. (“**INA**”), whose full postal address is 824 41st Avenue NE, Calgary, Alberta, T2E 3R3, Canada, pursuant to an Approval and Vesting Order of the Ontario Superior Court of Justice in Bankruptcy and Insolvency (Commercial List) dated July 17th, 2015 (the “**Approval and Vesting Order**”);

AND WHEREAS pursuant to the Approval and Vesting Order, upon the delivery of a Proposal Trustee’s certificate to INA, all of R.M.P.’s right, title and interest in and to the Trademarks shall vest absolutely in INA;

AND WHEREAS such Proposal Trustee’s certificate has been delivered to INA on July 17th, 2015 (the “**Effective Date**”);

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, R.M.P. confirms that, with effect as of the Effective Date, pursuant to the Approval and Vesting Order, R.M.P. has sold, assigned and transferred, and, to the extent that any of R.M.P.’s right, title or interest has not been sold, assigned or transferred, does hereby sell, assign and transfer to INA, its successors and assigns, all of its right, title and interest in and to the Trademarks and the goodwill associated with the Trademarks, any and all rights relating thereto that may arise at law, all rights of action resulting from prior infringement or other unauthorized use thereof, and all of its rights to oppose applications for the registration of similar or confusing trademarks, and any and all rights of priority resulting from the filing of the Trademarks, any applications corresponding thereto and any previously filed applications in respect thereof under international conventions, treaties or otherwise, the same to be held and enjoyed as fully and exclusively as the same would have been held and enjoyed by R.M.P. had this sale, assignment and transfer not been made;

AND R.M.P., on behalf of itself and its successors, assigns, nominees or other legal representatives, does hereby covenant and agree to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, instruments, assurances, applications and other documents as may reasonably be required by INA, or by its successors, assigns, nominees or other legal representatives, to obtain registrations for any pending or yet to be filed applications for said Trademarks and vest or secure the same in INA, and in INA's successors, assigns, nominees or other legal representatives.


AND R.M.P. does hereby authorize any official whose duty it is to grant trademark or related registrations, to issue registrations for any pending or yet to be filed applications for said Trademarks to INA, and to INA's successors, assigns, nominees or other legal representatives.

AND R.M.P., on behalf of itself and its successors, assigns, nominees or other legal representatives, does hereby authorize INA, its successors, assigns, nominees or other legal representatives to amend the present confirmatory assignment to insert or correct any identifying information of the Trademarks as may be needed to record same.

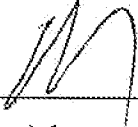
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IN WITNESS WHEREOF, R.M.P. has by its authorized signing officer executed this confirmatory assignment effective as of the Effective Date set out above.

R.M.P. ATHLETIC LOCKER LIMITED


Per: 
Name: Robert Holmes
Title: President

Witnessed by:


Name: Brent W. Swanick

On this 17th day of July, 2015, before me appeared Robert Holmes, known to me to be the person described (name of authorized signing officer) foregoing instrument and who acknowledged himself or herself to be an authorized signing officer of R.M.P. Athletic Locker Limited, and being authorized to do so, he or she as such authorized signing officer executed the foregoing instrument and acknowledged the same to be his or her free act and deed.

(OFFICIAL SEAL)


(Notary Public)

SCHEDULE A

Trademark	Reg. No.
ERA	4,050,242
POWDER ROOM	2,497,557
RIPZONE	2,282,773
RPZN	85763293
PWDR ROOM	85763304

Confirmatory Assignment (Trademarks) - USA

MT DOCS 14685547

RECORDED: 07/24/2015

TRADEMARK
REEL: 005584 FRAME: 0464