

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM364247

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
O.C. HOLDINGS '87 INC.		12/01/2015	COMPANY: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	THE ORIGINAL CAKERIE LTD. (f/k/a Cakes Acquisition Company, Inc.)		
Street Address:	1345 Cliveden Avenue, Delta		
City:	BRITISH COLUMBIA		
State/Country:	CANADA		
Postal Code:	V3M 6C7		
Entity Type:	COMPANY: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4661698	SIMPLY ORIGINAL	
Serial Number:	86753504	FINALI'S	
Serial Number:	86130129	INSPIRED BY HAPPINESS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	Susan Zablocki		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	39300-119		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	12/02/2015		
Total Attachments: 6			
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CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS AGREEMENT is made as of the December 1, 2015

BETWEEN:

O.C. HOLDINGS '87 INC., a company organized under the laws of British Columbia and having a registered and records office at 1450, 13401 – 108th Avenue, Surrey, British Columbia V3T 5T3

(the “**Assignor**”)

AND:

THE ORIGINAL CAKERIE LTD. (f/k/a Cakes Acquisition Company, Inc.), a company organized under the laws of British Columbia and having an address at 1345 Cliveden Avenue, Delta, British Columbia V3M 6C7

(the “**Assignee**”)

(Each a “**Party**” and collectively, the “**Parties**”)

WITNESSES THAT WHEREAS:

- A. 0429746 B.C. Ltd., 1002359 B.C. Ltd. (f/k/a The Original Cakerie Ltd.), and O.C. Holdings '87 Inc. (the “**Original Asset Holders**”) and the Assignee, among other parties, entered into an Asset Purchase Agreement made as of November 1, 2015, as amended, (the “**APA**”), pursuant to which the Assignee agreed to acquire the Purchased Assets (as defined in the APA), including without limitation, all rights, title, and interests in and to the Company Intellectual Property (as defined in the APA), and the Original Asset Holders agreed to contribute, convey, assign, transfer, and deliver to the Assignee all of the Original Asset Holders’ rights, title and interests in, to, and under the Purchased Assets including, without limitation, all rights, title and interests in, to, and under the Company Intellectual Property.
- B. The Original Asset Holders amalgamated pursuant to section 273 of the *Business Corporations Act* (British Columbia) and are continuing together as the Assignor effective as of 12:01 a.m. (Pacific Time) on the date hereof. Pursuant to such statutory amalgamation, the Assignor holds all property, rights, and interests of each of the Original Asset Holders, including the Trade Marks and Domains (as defined below), to be conveyed pursuant to the APA, and subject to this Agreement.
- C. Pursuant to a Bill of Sale and Assignment and Assumption Agreement made and entered as of December 1, 2015, the Assignor sells, conveys, assigns, transfers, and delivers to the Assignee all of the Assignor's rights, title, and interests in, to, and under the Purchased Assets.
- D. The Assignor and the Assignee wish to confirm the conveyance, assignment, transfer, and delivery of the Company Intellectual Property, including the United States trademark registrations, the United States applications for trademark registration, the Canadian trademark registrations, the Canadian applications for trademark registration, the unregistered trademarks and the trade names and assumed names set forth on Schedule A attached hereto, in each case, together with the goodwill of the business associated therewith (collectively, the “**Trade Marks**”), and the domain names set forth on Schedule B hereto (the “**Domains**”); and

Execution Version

- E. The Assignee is a successor to the Original Asset Holders' business to which the Trade Marks pertain, and that business is ongoing and existing.

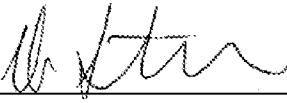
NOW THEREFORE, in consideration of the representations, warranties, covenants, and agreements contained herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the Parties), the Parties agree as follows:

1. The Assignor hereby confirms that it has sold, assigned, transferred, and set over to the Assignee all of the rights, title, interests, property, and benefit in and to the Company Intellectual Property, including:
 - (a) the Trade Marks, together with the goodwill of the Assignor's business associated therewith, for the United States, Canada, and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, Canada, or any foreign country, now or hereafter in effect, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Agreement had not been made, together with all income, royalties or payments due or payable as of the date hereof or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Trade Marks, with the right to sue for, and collect the same for the Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives; and
 - (b) the Domains.
2. The Assignor agrees to take such further steps and to execute and deliver to the Assignee all such further assurances, acts, documents, or instruments as may be necessary or desirable to transfer the Company Intellectual Property to the Assignee or to evidence or give full force and effect to this Agreement and the APA.
3. This Agreement will be binding upon and will enure to the benefit of the Parties and their respective successors, assigns, and other legal representatives.
4. This Agreement will be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties hereby submit to the non-exclusive jurisdiction of the Courts of the Province of British Columbia and all legal proceedings arising out of or in connection with this Agreement may be brought before the Courts of the Province of British Columbia.
5. This Agreement may be executed and delivered in two (2) original or facsimile counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same document.

[Signature page follows.]

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date first above written.

THE ORIGINAL CAKERIE LTD.

By:  _____


Name: Keith Stimson _____

Title: Authorized Signatory _____

IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute and deliver this Agreement as of the date first above written.

O.C. HOLDINGS '87 INC.

(SUCCESSOR-IN-INTEREST TO 0429746 B.C. Ltd.)

By:  _____

Name: Doug Brown

Title: Chief Financial Officer

[Signature Page to Confirmatory Intellectual Property Assignment]

**TRADEMARK
REEL: 005680 FRAME: 0079**

SCHEDULE A

Trade-marks

i) Registered/Pending Trade-marks¹

	Jurisdiction	Trade-mark	Application/ Registration Number
1.	Canada	CRAVIN' FOR COOKIES & CREAM LAYER CAKE	1716012
2.	Canada	DREAMIN' OF CHOCOLATE	1672329
3.	Canada	DREAMIN' OF STRAWBERRIES	1672330
4.	Canada	HONEY-LICIOUS	1650025
5.	Canada	DESSERT CREATIONS KIT & Design	1721421
6.	Canada	INSPIRED BY HAPPINESS	1650026
7.	Canada	FINAL'S	1635403
8.	Canada	HEAVENLY CHOCOLATE	1650022
9.	Canada	SIMPLY ORIGINAL	TMA876341
10.	U.S.	FINAL'S	86/753,504
11.	U.S.	INSPIRED BY HAPPINESS	86/130,129
12.	U.S.	SIMPLY ORIGINAL	4661698

ii) Unregistered Trade-marks

1. The trade name THE ORIGINAL cakerie
2. The Original Cakerie Logo:



SCHEDULE B

Domain Names

	Domain	Registrant Name / Registrant Organization
1.	www.cakerie.com	Name: The Original Cakerie Organization: The Original Cakerie
2.	www.inspired-by-happiness.com	Name: Kevin Lu Organization: The Original Cakerie
3.	www.inspiredbyhappiness.com	Registrant Name: Mark Uhrich Registrant Organization: The Original Cakerie
4.	www.simplyoriginal.ca	Registrant Name: Kevin Lu Registrant Organization: The Original Cakerie
5.	www.simplyoriginaldessert.com	Name: Kevin Lu Organization: The Original Cakerie
6.	www.cakeriecareers.com	Name: Kevin Lu Organization: The Original Cakerie Ltd
7.	www.finalisdesserts.com	Name: Kevin Lu Organization: The Original Cakerie