

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM383213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Econo-Rack Group Inc.		08/01/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	The Econo-Rack Group (2015) Inc.		
Street Address:	1303 North Service Rd E		
City:	Oakville, Ontario		
State/Country:	CANADA		
Postal Code:	L6H 1A7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3529827	KONSTANT	
Registration Number:	3566493	KONSTANT	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<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:	216.363.9000		
Email:	uspto@faysharpe.com		
Correspondent Name:	Colleen Flynn Goss		
Address Line 1:	Fay Sharpe LLP		
Address Line 2:	1228 Euclid Avenue, 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
DOMESTIC REPRESENTATIVE			
Name:	Colleen Flynn Goss		
Address Line 1:	Fay Sharpe LLP		
Address Line 2:	1228 Euclid Avenue, 5th Floor		
Address Line 4:	Cleveland, OHIO 44115		
NAME OF SUBMITTER:	Colleen Flynn Goss		
SIGNATURE:	/colleenfoss/		

OP \$65.00 3529827

DATE SIGNED:	05/05/2016
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Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

RECITALS:

- A. The Econo-Rack Group Inc. (the “Assignor”), is the sole owner and holder of all right, title and interest in and to the trademarks listed in Exhibit A (the “Trademarks”), the registrations thereof, and the goodwill represented by the Trademarks.
- B. The Econo-Rack Group (2015) Inc. (the “Assignee”) is desirous of acquiring the entire right, title and interest in the Trademarks.
- C. The Assignor, the Assignee, G.N. Johnston Equipment Co. Ltd. and Scotia Merchant Capital Corporation are parties to an Asset Purchase Agreement made as of June 4, 2015 (the “Purchase Agreement”), pursuant to which, among other things, the Assignor has agreed to sell, transfer, assign, and deliver to the Assignee the Trademarks, and the Assignee has agreed to purchase and accept the Trademarks, subject to the terms and conditions of the Purchase Agreement.
- D. The Assignee is the successor to the business of the Assignor to which the Trademarks pertains and such business will be ongoing and existing.

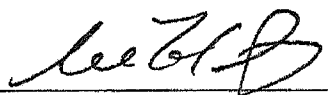
NOW, THEREFORE, for the consideration set forth in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, assigns, transfers, and sets over unto the Assignee: (a) its entire right, title, and interest in all countries throughout the world in and to the Trademarks, the registrations and applications thereof, together with the entire goodwill attached to the Trademarks; (b) its right to sue and recover for, and the right to profits or damages due or accrued in connection with, any and all past or present infringement or dilution of the Trademarks, and any and all causes of action related thereto; and (c) its entire right, title, and interest in all convention and treaty rights of all kinds, including without limitation all rights of priority in any country of the world, in and to the Trademarks.

The Assignor hereby authorizes the Assignee to record this Trademark Assignment with all appropriate governmental offices. The Assignor agrees to take such further action, execute such additional documents, and, in general, do all lawful things reasonably requested of it by the Assignee to perfect the Assignee's title in and to the Trademarks and to carry out and fulfill the purposes and intent of this Trademark Assignment.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized officers on the 15th day of AUGUST, 2015.

THE ECONO-RACK GROUP (2015) INC.,
as Assignee

By: 
Name: Michael Marcotte
Title: President

THE ECONO-RACK GROUP INC.,
as Assignor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed by their duly authorized officers on the 1ST day of AUGUST, 2015.

**THE ECONO-RACK GROUP (2015) INC.,
as Assignee**

By: _____
Name:
Title:

**THE ECONO-RACK GROUP INC.,
as Assignor**

By: _____
Name: ROBERT V. MELVEY
Title: CHIEF FINANCIAL OFFICER

Registered Trademarks:

EXHIBIT A

<u>Reference #</u>	<u>Mark</u>	<u>Country</u>	<u>Application #</u>	<u>File Date</u>	<u>Reg Date</u>	<u>Registration #</u>	<u>Due Dates</u>
7684-26L	ALLTYPE	CA	1282966	12/07/2005	10/31/2006	675878	10/31/2021
7684-26H	CUBIC-RACK	CA	0363778	04/24/1973	03/29/1974	198463	3/29/2019
7684-26E	CUBIC-RACK	US	73/003782	10/16/1973	01/13/1976	1030086	1/13/2016
7684-26D	ECONO-RACK	CA	822143	08/30/1996	09/16/1997	482613	9/16/2027
7684-26X	ECONO-RACK STORAGE EQUIPMENT & DESIGN	CA	1350201	06/05/2007	07/02/2008	717731	7/2/2023
7684-26K	ENRACK	CA	1282965	12/07/2005	10/31/2006	675879	10/31/2021
7684-26M	KONSTANT	CA	1282967	12/07/2005	10/31/2006	675877	10/31/2021
7684-26AC	KONSTANT	CL	828.978	07/14/2008	03/19/2009	844.613	3/19/2019
7684-26A1	KONSTANT	CN	7251930	03/13/2009	08/07/2010	7251930	8/7/2016 - Proof of Use 8/6/2020 - Renewal
7684-26O	KONSTANT	EU	006834261	04/03/2008	11/19/2008	2008/27309	4/30/2018
7684-67	KONSTANT	IN	1756714	11/21/2008	11/21/2008	1756714	11/21/2108 - Proof of Use 11/21/2018 - Renewal
7684-26Z	KONSTANT	MX	925226	04/08/2008	01/30/2009	1082007	4/8/2018
7684-26AD	KONSTANT	PE	371292-2008	10/23/2008	04/30/2009	151693	4/30/2015 - Proof of Use 4/30/2019 - Renewal
7684-26AE	KONSTANT	SG	T0816644A	11/28/2008	11/28/2008	T0816644A	11/28/2018 - Proof of Use 11/28/2018 - Renewal

7684-26AJ	KONSTANT	TH	715044	11/20/2008	11/20/2008	Kor318092	11/19/2017 - Proof of Use 11/20/2018 - Renewal
7684-26N	KONSTANT	TW	097053588	11/20/2008	09/01/2009	1376361	9/1/2019
7684-26W	KONSTANT	US	77/219155	06/29/2007	01/27/2009	3566493	1/27/2015 - Affidavit of Use 1/27/2019 - Renewal
7684-26AO	KONSTANT	ZA			11/19/2008	2008/27309	11/19/2018
7684-26S	KONSTANT & DESIGN	CA	1350198	06/05/2007	04/15/2008	711919	4/15/2023
7684-26Y	KONSTANT & DESIGN	US	77/219221	06/29/2007	11/11/2008	3529827	11/11/2018
7684-26I	KONSTRUCT	CA	1327693	12/11/2006	11/27/2007	701849	11/27/2022
7684-26G	PACIFIC DESIGN	CA	0452080	04/03/1980	11/28/1980	253108	11/28/2025
7684-26F	PACIFIC-RACK DESIGN	CA	0465495	02/17/1981	05/14/1982	269043	5/14/2027
7684-26C	R2	CA	1295219	03/27/2006	05/31/2007	688784	5/31/2022
7684-26V	R2	US	78/847096	03/27/2006	12/04/2007	3348322	12/4/2017
7684-26T	SUREFLO	CA	1157114	10/28/2002	11/06/2007	700234	11/6/2022
7684-26AF	TECHNIRACK	CA	1325251	11/22/2006	09/14/2007	696545	9/14/2022

TRADEMARK

REEL: 005786 FRAME: 0800

RECORDED: 05/05/2016