

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386492

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CULTURATA LTD		03/24/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	ROYNAT INC.		
Street Address:	40 KING STREET WEST		
Internal Address:	25TH FLOOR		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5H 1H1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	86677855	CULTURATA	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	716-848-1391		
Email:	ddovi@hodgsonruss.com		
Correspondent Name:	Hodgson Russ LLP		
Address Line 1:	c/o Daniel F. Dovi		
Address Line 2:	140 Pearl Street, Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
NAME OF SUBMITTER:	Daniel F. Dovi		
SIGNATURE:	/Daniel F. Dovi/		
DATE SIGNED:	06/03/2016		
Total Attachments: 6			
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PLEDGE SUPPLEMENT (INTELLECTUAL PROPERTY)

For valuable consideration as further described in the General Security Agreement supplemented hereby, CULTURATA LTD., a corporation organized under the laws of Ontario, which is a "Grantor", and with an address 89 Tycos Drive, Suite 202, Toronto, Ontario, CANADA, M6B LW3, agrees with ROYNAT INC., a Canadian corporation, with an address of 40 King Street West 25th Floor, Toronto, ON CANADA M5H 1H1, as Secured Party, as follows:

SECTION 1. Definitions.

In this Agreement, the following terms shall have the following meanings (capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Security Agreement as defined below):

"Security Agreement" means General Security Agreement, dated October 18, 2013, from Hickey Freeman Tailored Clothing, Inc. and Hickey Freeman Properties, Inc., to the Secured Party, as amended and supplemented from time to time.

"Copyright Licenses" means any and all agreements providing for the granting of any right in or to Copyrights (whether any Grantor is licensee or licensor thereunder).

"Copyrights" means all United States and foreign copyrights (including Community designs), including but not limited to copyrights in software and databases, and all Mask Works (as defined under 17 U.S.C. 901 of the U.S. Copyright Act), whether registered or unregistered, and, with respect to any and all of the foregoing: (i) all registrations and applications therefor including, without limitation, the registrations and applications referred to Exhibit A-3 hereto, (ii) all extensions and renewals thereof, (iii) all rights corresponding thereto throughout the world, (iv) all rights to sue for past, present and future infringements thereof and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit.

"Intellectual Property" means, collectively, the Copyrights, the Copyright Licenses, the Patents, the Patent Licenses, the Trademarks, the Trademark Licenses, the Trade Secrets, and the Trade Secret Licenses.

"Patent Licenses" means all agreements providing for the granting of any right in or to Patents) whether any Grantor is licensee or licensor thereunder).

"Patents" means all United States and foreign patents and certificates of invention, or similar industrial property rights, and applications for any of the foregoing, including, but not limited to: (i) each patent and patent application referred to in Exhibit A-1 hereto, (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations thereof, (iii) all rights corresponding thereto throughout the world, (iv) all inventions and improvements described therein, (v) all rights to sue for past, present and future infringements thereof, (vi) all licenses, claims, damages, and proceeds of suit arising therefrom, and (vii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

"Trademark Licenses" means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trademarks (whether a Grantor is licensee or licensor thereunder).

“Trademarks” means all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Exhibit A-2 hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

“Trade Secret Licenses” means any and all agreements to which any Grantor is a party providing for the granting of any right in or to Trade Secrets (whether a Grantor is licensee or licensor thereunder).

“Trade Secrets” means all trade secrets and all other confidential or proprietary information and know-how whether or not such trade secret has been reduced to a writing or other tangible form, including all documents and things embodying, incorporating, or referring in any way to such trade secret, including but not limited to: (i) the right to sue for past, present and future misappropriation or other violation of any Trade Secret, and (ii) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 2. Reaffirmation of general security agreement; supplemental grant of security interest.

Each Grantor acknowledges, reaffirms and ratifies in all respects the Security Agreement as though all provisions thereof were fully set forth in this Agreement, including, but not limited to, the grant by each Grantor of a security interest in all Intellectual Property included in the Collateral, as such term is defined in the Security Agreement.

Without limiting the generality of the foregoing, to secure the payment and other performance of the Secured Obligations, each Grantor grants to the Secured Party a security interest in, and assigns, pledges and hypothecates to the Secured Party, all right, title and interest of each Grantor in and to, wherever located, whether now owned or hereafter acquired or now existing or hereafter arising or accruing and whether or not subject to Article 9 of the Uniform Commercial Code or described in any schedule heretofore or hereafter delivered to the Secured Party by each Grantor, (i) Intellectual Property (including, but not limited to, all Intellectual Property described on Exhibit A-I (Patents), Exhibit A-II (Trademarks) and Exhibit A-III (Copyrights) attached to and made a part of this Agreement), (ii) Supporting Obligations incident to, arising or accruing pursuant to or otherwise relating to any Intellectual Property, whether arising or accruing from any action taken by each Grantor or the Secured Party or otherwise, (iii) Proceeds, other proceeds and products of any of the things referred to in clauses (i) and (ii) of this sentence and (iv) Records relating to any of the things referred to in any of the foregoing clauses.

SECTION 3. Governing Law.

This Agreement shall be governed by and construed, interpreted and enforced in accordance with the law of the State of New York (including, but not limited to, Sections 5-1401 and 5-1402 of the General Obligations Law of the State of New York) and, to the extent applicable, the federal law of the United States without regard to the law of any other jurisdiction.

Dated March ²⁴~~23~~, 2016

CULTURATA LTD.

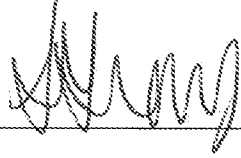
By: 
Name: _____
Title:

EXHIBIT A-I (PATENTS)

Recording/Filings in United States Patent and Trademark Office

<u>Name of Grantor</u>	<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
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None.

EXHIBIT A-II (TRADEMARKS)

Recording/Filings in United States Patent and Trademark Office

Trade-Mark	Owner	Application No.	Registration No.
CULTURATA	CULTURATA LTD., 89 Tycos Drive, Suite 202, Toronto, Ontario, M6B 1W3	86677855 (Filed June 29, 2015)	Not yet registered

EXHIBIT A-III (COPYRIGHTS)

Recording/Filings in United States Copyright Office

<u>Name of Grantor</u>	<u>Registration or Application Number</u>	<u>Date</u>	<u>Title</u>
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None.