

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM407843

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Correction by Declaration of Erroneous Assignment recorded 1/21/16 at Reel/Frame 5713/0153		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Edmit Industries Inc.		12/05/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Edmit Industries Inc.		
Street Address:	1400 Ford Boulevard		
City:	Chateauguay, Quebec		
State/Country:	CANADA		
Postal Code:	J6J 4Z2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3417469	ADA EZ	
CORRESPONDENCE DATA			
Fax Number:	9192868199		
<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:	919 286-8000		
Email:	PTO_TMconfirmation@mvalaw.com		
Correspondent Name:	MOORE & VAN ALLEN PLLC		
Address Line 1:	3015 CARRINGTON MILL BOULEVARD		
Address Line 2:	SUITE 400		
Address Line 4:	MORRISVILLE, NORTH CAROLINA 27560		
ATTORNEY DOCKET NUMBER:	006979-001911		
DOMESTIC REPRESENTATIVE			
Name:	Arlene D. Hanks		
Address Line 1:	3015 Carrington Mill Boulevard		
Address Line 2:	Suite 500		
Address Line 4:	Morrisville, NORTH CAROLINA 27560		
NAME OF SUBMITTER:	Arlene D. Hanks		
SIGNATURE:	/arlene d. hanks/		

OP \$40.00 3417469

DATE SIGNED:

12/06/2016

Total Attachments: 15

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DECLARATION BY EDMIT INDUSTRIES INC.

THIS DECLARATION (the "Declaration") is made as of the 5th day of December, 2016 by Edmit Industries Inc., having an office and place of business at 1400 Ford Boulevard, Chateauguay, Quebec, Canada, J6J 4Z2 ("Assignee");

WHEREAS, Assignee declares that it is the correct, true owner of the trademarks and trademark registrations set forth in Schedule A hereto (collectively, the "Assigned Marks"); and

WHEREAS, Assignee entered into an assignment dated as of January 21, 2016 (the "Erroneous Assignment") with 9001-4150 Quebec Inc., having a business address at 3540 Saint-Patrick Street, Montreal, Quebec, Canada, H4E 1A2 ("Assignor"), purportedly assigning Assignor's entire right, title and interest in and to the Assigned Marks and all associated goodwill therein to Assignee effective as of September 4, 2012, which such Erroneous Assignment was erroneously recorded with the United States Patent and Trademark Office Assignments Division on January 21, 2016 at Reel 5713, Frame 0153; and

WHEREAS, Assignor and Assignee entered into an assignment dated and effective as of January 28, 2016 (the "Second Assignment"), among other things, assigning Assignor's entire right, title and interest in and to the Assigned Marks and all associated goodwill therein to Assignee, which such Second Assignment was properly recorded with the United States Patent and Trademark Office Assignments Division on January 28, 2016 at Reel 5753, Frame 0454; and

WHEREAS, Assignor and Assignee entered into an Acknowledgement and Confirmatory Trademark Assignment (the "Confirmatory Assignment") dated as of June 3, 2016, a copy of which is reproduced in Exhibit A hereto, clarifying and ratifying the chain of title to the Assigned Marks; and


WHEREAS, Assignee wishes to clarify and ratify the chain of title to the Assigned Marks and to correct any perceived cloud thereon created by the erroneous execution and recordation of the Erroneous Assignment;

NOW, THEREFORE, Assignee hereby declares:

1. The Erroneous Assignment was executed in error and the Erroneous Assignment was and is invalid, void and of no force and effect.
2. Assignor's entire right, title and interest in and to the Assigned Marks, together with all associated goodwill therein, was transferred and assigned to Assignee effective as of January 28, 2016, pursuant to the Second Assignment.
3. Assignee has been, and continues to be, the owner of the Assigned Marks as of January 28, 2016.

IN WITNESS WHEREOF, an authorized representative of Assignee has executed this Declaration as of the date first above written.

EDMIT INDUSTRIES INC.

By: 
Name: SERGIO ARIANO
Title: PRESIDENT

SCHEDULE A

Assigned Mark

COUNTRY	TRADEMARK	REGISTRATION #	REGISTRATION DATE	APPLICATION #	FILING DATE
United States	ADA EZ	3417469	April 29, 2008	77245106	August 2, 2007

EXHIBIT A

Confirmatory Assignment

**ACKNOWLEDGEMENT AND
CONFIRMATORY TRADEMARK ASSIGNMENT**

THIS ACKNOWLEDGEMENT AND CONFIRMATORY TRADEMARK ASSIGNMENT (the "Agreement") is made as of the 3 day of June, 2016 by and between 9001-4150 Quebec Inc., having a business address at 3540 Saint-Patrick Street, Montreal, Quebec, Canada, H4E 1A2 ("Assignor"), and Edmit Industries Inc., having an office and place of business at 1400 Ford Boulevard, Chateauguay, Quebec, Canada, J6J 4Z2 ("Assignee");

WHEREAS, Assignor and Assignee entered into an assignment dated as of January 21, 2016 (the "Erroneous Assignment"), a copy of which is reproduced in Exhibit A hereto, purportedly assigning Assignor's entire right, title and interest in and to the trademarks and trademark registrations set forth in Schedule A hereto (collectively the "Assigned Marks") and all associated goodwill therein to Assignee effective as of September 4, 2012, which such Erroneous Assignment was erroneously recorded with the United States Patent and Trademark Office Assignments Division on January 21, 2016 at Reel 5713, Frame 0153; and

WHEREAS, Assignor and Assignee entered into an assignment dated and effective as of January 28, 2016 (the "Second Assignment"), a copy of which is reproduced in Exhibit B hereto, among other things, assigning Assignor's entire right, title and interest in and to the Assigned Marks and all associated goodwill therein to Assignee, which such Second Assignment was properly recorded with the United States Patent and Trademark Office Assignments Division on January 28, 2016 at Reel 5753, Frame 0454; and

WHEREAS, Assignor and Assignee wish to clarify and ratify the chain of title to the Assigned Marks and to correct any perceived cloud thereon created by the erroneous execution and recordation of the Erroneous Assignment;

NOW, THEREFORE, in consideration for the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which is acknowledged, Assignor and Assignee hereby agree as follows:

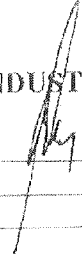
1. Assignor and Assignee hereby agree and acknowledge that the Erroneous Assignment was executed by them in error and hereby confirm that the Erroneous Assignment was and is invalid, void and of no force and effect.
2. Assignor and Assignee hereby ratify and confirm that Assignor's entire right, title and interest in and to the Assigned Marks, together with all associated goodwill therein, was transferred and assigned to Assignee effective as of January 28, 2016 pursuant to the Second Assignment recorded with the United States Patent and Trademark Office Assignments Division at Reel 5753, Frame 0454.
3. This Agreement shall be governed by and construed in accordance with the laws of the Province of Quebec and the Laws of Canada applicable therein (without regard to any conflict of law principles found herein).

4. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.


[Signature page follows]

IN WITNESS WHEREOF, authorized representatives of Assignor and Assignee have executed this Agreement as of the date first above written.

EDMIT INDUSTRIES INC.

By: 
Name: SERGIO ARMANO
Title: PRESIDENT

9001-4150 QUEBEC INC.

By: 
Name: SERGIO ARMANO
Title: PRESIDENT

*[Signature Page - Acknowledgement And
Confirmatory Trademark Assignment from 9001-4150 Quebec to Edmit Industries]*

22898288.2

TRADEMARK
REEL: 005936 FRAME: 0375

SCHEDULE A

Assigned Marks

Country	Trademark	Registration #	Registration Date	Application #	Filing Date
United States	ADA EZ	3417469	April 29, 2008	77245106	August 2, 2007

22898288.2
22898288.2

EXHIBIT A

Copy of Erroneous Assignment

22898288.2

TRADEMARK
REEL: 005936 FRAME: 0377

ASSIGNMENT OF "ADA EZ" TRADEMARK

Whereas, 9001-4150 Quebec Inc., having a business address at 3540 Saint-Patrick Street, Montreal, Quebec Canada H4E 1A2 ("Assignor") is the owner of all rights, title and interest in and to the trademark ADA EZ (the "Mark"), together with the goodwill of the business symbolized by the Mark, including U.S. Trademark Registration No. 3,417,469 (the '469 Registration);

Whereas, Edmit Industries, Inc. having an office and place of business at 1400 Boulevard Ford, Chateauguay, Quebec, Canada, J6J 4Z2 ("Assignee"), desires to acquire all rights, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the '469 Registration for the Mark; and

Whereas, Assignor desires to assign, sell and transfer to Assignee all rights, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the '469 Registration therefor; and

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration the receipt of which hereby acknowledged, Assignor and Assignee (collectively the "Parties") agree as follows:

1. The Effective Date of this Assignment is September 4, 2012; and
2. Assignor does hereby assign, sell and transfer unto Assignee all rights, title and interest in and to the Mark together with the goodwill of the business symbolized by the Mark and the '469 Registration therefor, along with the right to sue and collect for any and all past infringements thereof.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Assignment, on the dates indicated below.

9001-4150 Quebec Inc.

Edmit Industries, Inc.

By: Sergio Armano

By: Sergio Armano

Title: President

Title: President

Date: January 21, 2016

Date: January 21, 2016

EXHIBIT B

Copy of Second Assignment

27898288.2

TRADEMARK
REEL: 005936 FRAME: 0379

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Trademark Assignment"), effective as of January 28, 2016 is made from 9001-4150 QUEBEC INC., having an address at 3540 Saint-Patrick Street, Montreal, Quebec, Canada, H4E 1A2 ("Assignor"), to EDMIT INDUSTRIES INC., a company duly incorporated and organised under the laws of Canada, having its registered address at 1400 Ford Boulevard, Châteauguay, Quebec J6J 4Z2 ("Assignee").

WHEREAS, Assignor is owner of the trademarks and trademark registrations set forth in Schedule A hereto (collectively the "Marks");

WHEREAS, the Assignee is desirous of acquiring from Assignor, and Assignor wishes to transfer to Assignee, all of Assignor's rights, title and interest in and to the Marks; and

WHEREAS, the Assignor and Assignee are parties to a license agreement dated as of July 15, 2012, as amended pursuant to an amendment to license agreement dated as of January 28, 2016, pursuant to which Assignor granted to Assignee certain rights to use the Marks in Canada and the United States (the "License Agreement");

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Marks throughout the world, together with all goodwill connected with the use thereof or symbolized thereby, including: (a) all common law rights in the Marks; (b) all registrations, pending applications for registration and rights to file applications for the Marks; (c) all rights of priority and renewals and extensions of applications and registrations for the Marks; (d) all rights to past, present or future claims or causes of action arising out of or related to any unauthorized use, infringement, dilution, misappropriation or other violation of the Marks; and (e) all proceeds arising in connection with any of the foregoing;

Notwithstanding anything to the contrary in the License Agreement, Assignor and Assignee agree to and do hereby terminate the License Agreement and agree that section 5.1 of the License Agreement shall not survive such termination; and

Assignor shall from time to time and upon every reasonable request of Assignee without further consideration but at the expense of Assignee, promptly execute and deliver or cause to be executed and delivered all such further documents, deeds, assurances and instruments and shall do or cause to be done all such further acts and things as may be reasonably required by Assignee to give effect to this Trademark Assignment, whether for more effectually and completely vesting in Assignee the Marks or for the purpose of registration or otherwise.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the Province of Quebec and the Laws of Canada applicable therein (without regard to any conflict of law principles found herein).

This Trademark Assignment shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

[Signature page follows]

IN WITNESS WHEREOF, authorized representatives of Assignor and Assignee have executed this Trademark Assignment as of the date first above written.

EDMIT INDUSTRIES INC.

By: _____
Name: SERGIO ARMAÑO
Title: PRESIDENT

9001-4150 QUEBEC INC.

By: _____
Name: SERGIO ARMAÑO
Title: PRESIDENT

[Signature Page - Trademark Assignment from 9001-4150 Quebec to Edmit Industries]

SCHEDULE A

Country	Trademark	Registration #	Registration Date	Application #	Filing Date
United States	ADA EZ	3417469	April 29, 2008	77245106	August 2, 2007

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