

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM431955

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MATTEL-MEGA HOLDINGS (US), LLC		03/14/2017	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	THE CANADIAN GROUP		
Street Address:	430 Signet Drive, Suite A		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M9L 2T6		
Entity Type:	Partnership: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2849958	BORDERS	
Registration Number:	3909973	HOMETOWN COLLECTION	
Registration Number:	1374014	WARREN	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<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:	4048853155		
Email:	austin.padgett@troutmansanders.com		
Correspondent Name:	Austin Padgett		
Address Line 1:	600 Peachtree St. NE, Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	251851.1 TM Assignment		
NAME OF SUBMITTER:	Austin Padgett		
SIGNATURE:	/Austin Padgett/		
DATE SIGNED:	06/21/2017		
Total Attachments: 3			
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Exhibit A

FORM OF TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Assignment") is made as of March 14, 2017 ("Effective Date"), by and among MATTEL-MEGA HOLDINGS (US), LLC, a Delaware limited liability company, having its place of business at 333 Continental Blvd., El Segundo, CA 90245, USA ("Assignor"), and THE CANADIAN GROUP, an Ontario partnership, having its place of business at 430 Signet Drive, Suite A, Toronto, Ontario M9L 2T6, Canada ("Assignee").

A. Pursuant to a Letter Agreement, dated as of March 14, 2017 among Assignee and Assignor (the "Agreement"), Assignee is purchasing from Assignor the trademarks listed in Schedule A hereto (the "Purchased Trademarks") on the terms and conditions set forth in the Agreement.

B. The Agreement contemplates that Assignee and Assignor enter into this Assignment in order to assign, transfer, convey and deliver to Assignee the Assigned Interests (as defined below).

NOW, THEREFORE, pursuant to, and in accordance with, the terms of the Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed that:

Assignor hereby assigns, grants, bargains, sells, conveys and transfers to Assignee all of Assignor's right, title and interest in and to the Purchased Trademarks, including any registration and applications for the registration thereof together with all rights and privileges secured thereby, together with the goodwill of the business associated with and symbolized by the Purchased Trademarks, including without limitation, all common law rights, together with all rights to income, royalties, and license fees deriving from the Purchased Trademarks, and the right of the Assignee to bring actions and claim relief in respect to any past, present and future infringement or violation of rights with respect to any of the Purchased Trademarks (collectively, the "Assigned Interests").

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first set forth above.

MATTEL-MEDIA HOLDINGS (US), LLC (Assignor)

By: 

Name: *NICHOLAS MAXIS*

Title: *ASSISTANT SECRETARY*

THE CANADIAN GROUP (Assignee)

By: 

Name: *MICHAEL ADAMS*

Title: *PRESIDENT & CEO*

Schedule A

Trademarks

Trademark	Country	Class	Serial No.	Reg. No.
BORDERS	USA	28	78/297,101	2,849,958
HOMETOWN COLLECTION	USA	28	77/897,977	3,909,973
WARREN and design	USA	28	73/501,835	1,374,014