

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM435667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JAM INDUSTRIES LTD.		07/14/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	A & R CAMBRIDGE LTD.		
Street Address:	Pembroke Avenue		
Internal Address:	Denny Industrial Centre		
City:	Waterbeach, Cambridge		
State/Country:	CANADA		
Postal Code:	CB25 9QR		
Entity Type:	Corporation: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3801627	ARCAM	
Registration Number:	3365607	ARCAM SOLO	
CORRESPONDENCE DATA			
Fax Number:	6462257137		
<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:	2127917200		
Email:	jtm@hartbaxley.com		
Correspondent Name:	Joseph T. Murray		
Address Line 1:	90 John Street - Suite 403		
Address Line 4:	New York, NEW YORK 10038-3242		
NAME OF SUBMITTER:	Joseph T. Murray		
SIGNATURE:	/JosephTMurray/		
DATE SIGNED:	07/19/2017		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made as of the date of last signature below ("Effective Date") by and between **JAM INDUSTRIES LTD.**, a Canadian company with a principal place of business at 21000 Trans-Canada Highway, Baie D'Urfé, Québec, H9X 4B7, Canada, ("Assignor"), and **A & R CAMBRIDGE LTD.**, a United Kingdom corporation with a principal place of business at Pembroke Avenue, Denny Industrial Centre, Waterbeach, Cambridge, CB25 9QR, United Kingdom ("Assignee").

WHEREAS, Assignor is the owner of all right, title, and interest in and to the trademarks, whether registered or unregistered, listed in the attached Schedule "A" by virtue of an assignment from A & R CAMBRIDGE LTD. to JAM INDUSTRIES LTD. made on November 25, 2008;

WHEREAS, Assignor is also the owner of all right, title, and interest in and to the trademarks listed in the attached Schedule "B";

WHEREAS, Assignor wishes to assign to Assignee any and all trademark rights that Assignor may have acquired in the marks listed in Schedule "C" through the sale and distribution of products bearing these marks, if any such rights exist, (all marks listed in Schedules "A", "B" and "C" hereinafter collectively referred to as the "Marks");

REDACTED

WHEREAS, Assignee wishes to acquire the Marks and all right, title, and interest in and to the Marks, and Assignor wishes to assign the Marks and all right, title and interest in and to the Marks to the Assignee.

NOW THEREFORE, for good and valuable consideration and the sum of One Dollar (CAD \$1.00), the receipt and sufficiency of which is acknowledged by Assignor:

1. Assignor hereby assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Marks, whether registered or unregistered, and to the extent that any such trademark rights exist in the marks in Schedule "C", in association with all of the goods and services in respect of which the Marks may have been used, together with the goodwill therewith, including all causes of action for and the right to sue in respect of all infringements of the Marks, which may have occurred before the effective date of this Agreement, and the right to all remedies including damages, an accounting of profits, or other proceeds in respect of such infringements.

2. REDACTED

3. The parties hereby appoint the firm of Bereskin & Parr LLP to attend to the recordal of the assignment of the Marks in the applicable jurisdictions where active registrations exist and where the current owner of record at the respective Trademarks Office is not already A & R CAMBRIDGE LTD, with such recordals to be filed within fifteen (15) days of the execution of this Agreement. All related costs shall be borne by Assignor.

4. Assignor agrees to execute and deliver any document, and to take such actions, as may be reasonably requested by Assignee, its successors or assigns, to give effect to this Agreement and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein.

5. The terms and provisions of this Agreement shall extend to, enure to the benefit of, and shall be binding upon the parties, their directors, and any successors, assigns, subsidiaries, affiliates, licensees, or related companies owned or otherwise controlled by the parties.

6. This Agreement shall be governed, construed, and interpreted in accordance with English law and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of England and Wales and all courts competent to hear appeals therefrom.
7. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, understandings and representations concerning such subject matter. This Agreement may not be modified except in writing, signed by both parties.
8. If a provision of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected.
9. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.
10. The parties confirm their express wish that this agreement and any related documents thereto be drawn up in the English language. Les parties confirment leur volonté expresse que ce contrat et tous les documents s'y rattachant soient rédigés en langue anglaise.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

JAM INDUSTRIES LTD.

Signed: 

Name: Martin Szpiro

Title: President & CEO

Date: 14 July 2017

A & R CAMBRIDGE LTD.

Signed: 

Name: MARTIN SZPIRO

Title: DIRECTOR

Date: 14 July 2017

SCHEDULE "B"

TRADEMARK	COUNTRY	STATUS	REG. NO.	TM OFFICE OWNER INFORMATION
ARCAM	Canada	Active	TMA380714	JAM INDUSTRIES LTD.
ARCAM	US	Active	3801627	JAM INDUSTRIES LTD.
ARCAM SOLO	US	Active	3365607	JAM INDUSTRIES LTD.
MUSO	CANADA	Active	TMA945950	JAM INDUSTRIES LTD.

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