

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM437110

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
1215757 Ontario Inc.		06/15/2017	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ganache Brands Inc.		
<b>Street Address:</b>	1111 West Hastings St.		
<b>Internal Address:</b>	#200		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 2J3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76349668	SAXON CHOCOLATES	
<b>Serial Number:</b>	77105185	S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2066522952		
<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>			
<b>Phone:</b>	206.654.2252		
<b>Email:</b>	sasaki@ryanlaw.com		
<b>Correspondent Name:</b>	Kevin J. Collette		
<b>Address Line 1:</b>	1201 3rd Ave		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98101		
<b>NAME OF SUBMITTER:</b>	Kevin J. Collette		
<b>SIGNATURE:</b>	/kjc/		
<b>DATE SIGNED:</b>	07/28/2017		
<b>Total Attachments: 3</b>			
source=Ganache Brands Inc. - Trademark Assignment - 6.15.17#page1.tif			
source=Ganache Brands Inc. - Trademark Assignment - 6.15.17#page2.tif			
source=Ganache Brands Inc. - Trademark Assignment - 6.15.17#page3.tif			

CH \$65.00 76349668

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into and made effective as of June 15, 2017 by and between 1215757 ONTARIO INC., a body corporate incorporated pursuant to the laws of the Province of Ontario ("Assignor") and GANACHE BRANDS INC., a body corporate duly incorporated pursuant to the laws of the Province of Ontario ("Assignee").

WHEREAS, Assignor and Assignee, along with other parties, entered into that certain Stock Purchase Agreement dated as of the date hereof (the "Agreement"), pursuant to which Assignor assigned and transferred, among other things, certain trademarks, including the applications and registrations for the trademarks and service marks listed on the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignor desires to further evidence and effectuate the assignment and transfer to Assignee of all of Assignor's right, title and interest in and to the Trademarks on the terms and conditions set forth in the Agreement and herein below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Assignor did and hereby does assign, convey and transfer to Assignee, and its successors and assigns, and Assignee hereby accepts, all of Assignor's right, title and interest, in and to the Trademarks and all of the goodwill therein, and any common law rights associated with such Trademarks including rights to sue for past, present and future infringements or misappropriations, and all of any business symbolized by the use of the Trademarks.

*[remainder of this page is left intentionally blank, signature page follows]*

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed in its name by its authorized representatives as of the date first set forth above.

1215757 ONTARIO INC.

GANACHE BRANDS INC.

By: Derek Senft  
Name: Derek Senft  
Title: Director

By: Derek Senft  
Name: Derek Senft  
Title: Secretary-Treasurer

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>
Saxon Chocolates	2677236
S design mark	3662333