

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438949

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
1978451 Ontario Inc.		06/29/2017	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	10181625 Canada Inc.		
Street Address:	155 University Ave., Ste 700		
City:	Toronto Ontatrio		
State/Country:	CANADA		
Postal Code:	M5H 3B7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1898712	PEEKES	
CORRESPONDENCE DATA			
Fax Number:	3146121301		
<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:	314-444-7600		
Email:	ipdept@lewisrice.com		
Correspondent Name:	Frank B. Janoski		
Address Line 1:	Lewis Rice LLC, 600 Washington Ave		
Address Line 2:	Ste. 2500		
Address Line 4:	St. Louis, MISSOURI 63101		
NAME OF SUBMITTER:	Elizabeth Holtmann		
SIGNATURE:	/ech/		
DATE SIGNED:	08/11/2017		
Total Attachments: 4			
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OP \$40.00 1898712

INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment (the "**Assignment**") is entered into as of June 29, 2017 (the "**Effective Date**"), by 1978451 Ontario Inc. ("**Seller**") and 10181625 Canada Inc. ("**Buyer**").

Buyer entered into an asset purchase agreement as of May 21, 2017 incorporating an Intellectual Property Assignment Agreement with Seller's predecessor entity, 2177420 Ontario Inc. o/a The Creative Planogram Company, and with 2169789 Ontario Inc., 1133709 Ontario Inc., Garson Hoffman, Keith Johnson and Solaray, LLC, as amended (the "**Purchase Agreement**").

NOW, THEREFORE, in exchange for the consideration described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged by both parties to this Assignment, the parties covenant and agree with each other as follows:

Seller hereby irrevocably sells, grants, assigns, transfers and conveys to Buyer, all of Seller's right, title and interest in and to all of the trademark registrations set forth in the Schedule attached to and forming part of this Assignment (the "**Trademarks**"), together with the goodwill connected with all registrations, applications and renewals for the Trademarks, and all rights to any claim, action or proceeding, of any nature available related to the Trademarks, whether accruing before, on or after the date of the Purchase Agreement, including all rights to and claims for damages, restitution and injunctive relief for infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief, and to collect, or otherwise recover, any such damages, for Buyer to have and to hold, and for Buyer and its successors and assigns to use for its or their use with effect as of and from the Effective Date. This Assignment shall enure to the benefit of and be binding upon Buyer and Seller and their respective successors, including any successor by reason of the amalgamation or merger, and permitted assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

WITNESS

1978451 ONTARIO INC.

Margaret Ann Mokeau
Name: MARGARET ANN MOKEAU By:
Address: Toronto, Canada

[Signature]
Name: CHARLSON HOFFMAN
Title:

WITNESS

10181625 CANADA INC.

Name:
Address:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

WITNESS

1978451 ONTARIO INC.



Name:

By:

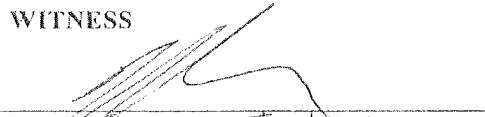
Address:

Name:

Title:

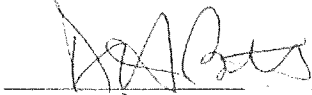
WITNESS

10181625 CANADA INC.


Name: Quentin Jaksch

Address: 401 S. Wilcox St.
Castle Rock, CO 80104



By:


Name: DeAnn Korunk

Title: Director

Schedule of Trademark Registrations

TRADEMARK REGISTRATIONS OWNED BY SELLER

Country	Mark	Registration No.	Registration Date	Application
Canada		TMA379100	February 1, 1991	618304
Canada	THE AMAZING VIDEO NETWORK	TMA352959	March 10, 1989	605402
Canada	THE AMAZING MUSIC NETWORK	TMA374203	October 12, 1990	624788
Canada	AVN	TMA365983	February 23, 1990	624787
Canada	THE AMAZING MUSIC MACHINE	TMA373339	Sept. 14, 1990	0624789
Canada	AMAZING VIDEO	TMA384089	May 10, 1991	0605377
Canada	AVM	TMA349452	Dec. 23, 1988	0600353
Canada	THE AMAZING VIDEO MACHINE	TMA349253	Dec. 16, 1988	0600352
Canada		TMA340619	May 20, 1988	0581005
Canada	PEEKS	TMA344721	September 9, 1988	0587844
U.S.	PEEKS	1898712	June 13, 1995	74/515387