

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445598

<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>
Knitting Paradise, Inc.		06/13/2017	Corporation: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VERTICALSCOPE INC.		
<b>Street Address:</b>	111 PETER STREET, SUITE 700		
<b>City:</b>	TORONTO, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5V2H1		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4241010	KNITTING PARADISE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	2129693000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Maya L. Tarr		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	77779-001		
<b>NAME OF SUBMITTER:</b>	Maya L. Tarr		
<b>SIGNATURE:</b>	/Maya L. Tarr/		
<b>DATE SIGNED:</b>	10/02/2017		
<b>Total Attachments: 4</b>			
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## SERVICE MARK ASSIGNMENT AGREEMENT

This SERVICE MARK ASSIGNMENT AGREEMENT ("**Service Mark Assignment**"), effective as of June 13, 2017, is made by Knitting Paradise, Inc. ("**Seller**"), with a place of business at 382 NE 191<sup>st</sup> ST # 74906, Miami, Florida 33179-3899, in favor of VerticalScope Inc. ("**Buyer**"), an Ontario corporation, with a place of business at 111 Peter Street, Suite 700, Toronto, Ontario, Canada, M5V 2H1, the purchaser of certain assets of Seller pursuant to a Web Site Purchase Agreement between Buyer and Seller, dated as of May 31, 2017 (the "**Website Purchase Agreement**").

WHEREAS, under the terms of the Website Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Service Mark Assignment, for recording with applicable governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, Seller agrees as follows:

1. Assignment. In consideration for the execution of the Website Purchase Agreement, the payment of the consideration stipulated in the Website Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, all of Seller's right, title and interest in and to the following (the "**Assigned Service Mark**"):
  - 1.1. the Service Mark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Service Marks**");
  - 1.2. all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
  - 1.3. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
  - 1.4. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future 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.
2. Recordation and Further Actions: Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Service Mark Assignment upon request by Buyer. Seller shall take such steps and actions following the date hereof, including the

execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Service Mark is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Website Purchase Agreement. The terms of the Website Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Service Mark are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Website Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Website Purchase Agreement and the terms hereof, the terms of the Website Purchase Agreement shall govern.

4. Counterparts. This Service Mark 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 Service Mark 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 Service Mark Assignment.

5. Successors and Assigns. This Service Mark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Service Mark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Service Mark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware and the federal laws therein, without giving effect to any choice or conflict of law provision or rule.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Seller has duly executed and delivered this Service Mark Assignment as of the date first above written.

KNITTING PARADISE, INC.

By: Konstantin Goudkov

Name: Konstantin Goudkov

Title: President

**SCHEDULE 1**

**ASSIGNED SERVICE MARK REGISTRATIONS AND SERVICE MARK  
APPLICATIONS**

1. U.S. Federal Registration No. 4241010 and serial number 85542879 for the service **Knitting Paradise**, registered on November 13, 2012.