

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM445630

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hyster Sisters, Inc.		10/31/2016	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	VERTICALSCOPE INC.		
Street Address:	111 PETER STREET, SUITE 700		
City:	TORONTO, ONTARIO		
State/Country:	CANADA		
Postal Code:	M5V2H1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3669107	HYSTERSISTERS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Phone:	2129693000		
Email:	trademark@proskauer.com		
Correspondent Name:	Maya L. Tarr		
Address Line 1:	Proskauer Rose LLP		
Address Line 2:	Eleven Times Square		
Address Line 4:	New York, NEW YORK 10036-8299		
ATTORNEY DOCKET NUMBER:	77779-001		
NAME OF SUBMITTER:	Maya L. Tarr		
SIGNATURE:	/Maya L. Tarr/		
DATE SIGNED:	10/03/2017		
Total Attachments: 5			
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CH \$40.00 3669107

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "**Assignment**") dated as of October 31, 2016 is made by Hyster Sisters, Inc. ("**Seller**"), a corporation existing under the laws of the State of Texas, and VerticalScope Inc. ("**Buyer**"), a corporation existing under the laws of the Province of Ontario and the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement between Buyer and Seller, with an effective date of October 31, 2016 (the "**Asset Purchase Agreement**").

WHEREAS, under the terms of the Asset 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 Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

ASSIGNMENT

NOW, THEREFORE, Seller agrees as follows:

1. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset 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 Trademarks**"):
 - a. the trademark registrations and applications set forth in Schedule A hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the "**Trademarks**");
 - b. 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;
 - c. 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
 - d. 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. Seller authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark 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 Trademark is properly assigned to Buyer, or any assignee or successor thereto.
3. The parties hereto acknowledge and agree that this Trademark Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Trademarks. The representations, warranties, covenants, agreements, and indemnities contained in the Asset 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 Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.
4. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark 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 Trademark Assignment.
5. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
6. This Trademark 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 Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, Seller has duly caused this instrument to be executed on October 24, 2016 with an Effective Date of October 31, 2016.

SELLER:
HYSTER SISTERS, INC.

By: _____
Kathleen P. Kelley
President

BUYER:
VERTICALSCOPE INC.

By:  _____
Rob Laidlaw
President and Chief Executive Officer

Notary obo Seller signatory

STATE OF TEXAS)
COUNTY OF DENTON)

On this ____ day of _____, 20____, before me personally appeared Kathleen P. Kelly, to me known and known to me to be the person described in and who executed the foregoing instrument, and she/he duly acknowledged to me that she/he executed the same for the uses and purposes therein set forth.

SEAL

Notary Public

IN WITNESS WHEREOF, Seller has duly caused this instrument to be executed on October 24, 2016 with an Effective Date of October 31, 2016.

SELLER:
HYSTER SISTERS, INC.

By: Kathleen P. Kelley
Kathleen P. Kelley
President

BUYER:

VERTICALSCOPE INC.

BY: _____

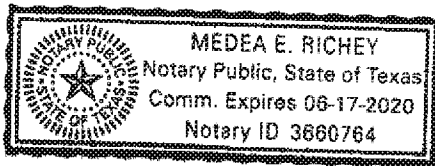
TITLE: _____

Notary obo Seller signatory

STATE OF TEXAS)
COUNTY OF DENTON)

On this 24 day of October, 2016, before me personally appeared Kathleen P. Kelly, to me known and known to me to be the person described in and who executed the foregoing instrument, and she/he duly acknowledged to me that she/he executed the same for the uses and purposes therein set forth.

SEAL



ME Richey
Notary Public

EXHIBIT A

Registered Mark:

HYSTERSISTERS

US Serial Number : 77662904

US Registration Number 3669107

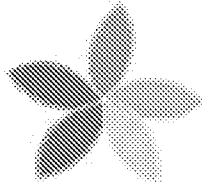
US Registration date: Aug 18 2009

Common Law Trademarks:

GIVE ME A SECOND

**give me
a 2econd**

Hyster Sisters
Woman-to-Woman Hysterectomy Support



Hysterectomy**Awareness**

Hysterectomy.org