

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM453232

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PERFORMANCEIX INC.		06/05/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	VerticalScope Inc.		
Street Address:	111 Peter Street, Suite 700		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5V 2H1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3273068	BIMMERFEST	
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:	77779-024		
NAME OF SUBMITTER:	Maya L. Tarr		
SIGNATURE:	/Maya L. Tarr/		
DATE SIGNED:	12/04/2017		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (the “**Trademark Assignment**”), effective as of June 5, 2017, (the “**Effective Date**”) is by and between performanceIX, Inc., a Delaware corporation (“**Assignor**”) and VerticalScope Inc., an Ontario corporation (“**Assignee**”).

WHEREAS, Assignor holds the “BIMMERFEST” mark (the “**Mark**”) filed with the Supplemental Register of the United States Patent and Trademark Office, which Mark was registered on July 31, 2007 (registration no. 3273068);

WHEREAS, Assignor owns all right title and interest in and to the Mark, both registered and at common law, as further shown on the attached Schedule A, together with the goodwill related thereto; and

WHEREAS, pursuant to the Asset Purchase Agreement, dated of even date herewith (the “**Purchase Agreement**”), Assignor agreed to transfer all right, title and interest in and to the Mark to Assignee, including all goodwill of the business in connection with which the aforesaid Mark has been used and associated with.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby assigns, transfers and sets over to Assignee, its successors, and legal representatives and assigns, the entire right, title, and interest of Assignor in and to the following:
 - a. Mark together with the goodwill of the business connected with the use of and symbolized by the Mark and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor 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, which may have arisen thereunder whether accruing prior to, on and/or after the date of this instrument, 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. Assignor authorizes the Commissioner for Trademarks and any other governmental

officials to record and register this Trademark Assignment upon request by Assignee. Assignor 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 Assignee, or any assignee or successor thereto.

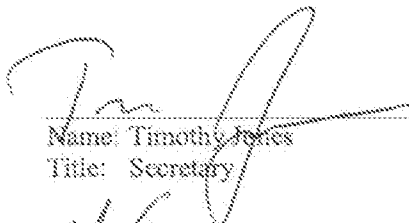
3. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants and agreements relating to the assigned trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants and agreements contained in the 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 Purchase Agreement and the terms hereof, the terms of the 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 to be 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 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, the undersigned have caused this Trademark Assignment to be executed by their respective duly authorized officers effective as of the Effective Date set forth above.


ASSIGNOR:

PERFORMANCEIX, INC.



.....
Name: Timothy Jones

Title: Secretary



.....
Name: Mark Junista

Title: President

ASSIGNEE:

VERTICALSCOPE INC.

.....
Name: Rob Laidlaw

Title: Chairman

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed by their respective duly authorized officers effective as of the Effective Date set forth above.

ASSIGNOR:

PERFORMANCEIX, INC.

Name: Timothy Jones
Title: Secretary

Name: Mark Jurista
Title: President

ASSIGNEE:

VERTICALSCOPE INC.



Name: Rob Laidlaw
Title: Chairman

Schedule A

Mark	Country	Status	Serial No.	Date Filed	Reg. No.	Date Registered
BIMMERFEST	USA	Registered	78910162	6/16/2006	3273068	7/31/2007