

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468802

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oath Inc.		04/05/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	9375-8514 Quebec Inc.		
Street Address:	900 333, rue Chabanel O.		
City:	Montreal		
State/Country:	CANADA		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3633549	POLYVORE	
Registration Number:	4297837	POLYVORE	
Registration Number:	4742702	POLYVORE	
CORRESPONDENCE DATA			
Fax Number:	8165317545		
<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:	816.460.2400		
Email:	trademarks.us@dentons.com		
Correspondent Name:	DENTONS US LLP		
Address Line 1:	P.O. BOX 061080		
Address Line 4:	Chicago, ILLINOIS 60606-1080		
NAME OF SUBMITTER:	Tiffany L. Schwartz		
SIGNATURE:	/tls/		
DATE SIGNED:	04/06/2018		
Total Attachments: 4			
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Trademark Assignment Agreement

This Trademark Assignment Agreement (the “**Agreement**”) is made as of April 5, 2018 (the “**Effective Date**”) by and between Oath Inc. and its affiliates (the “**Assignor**”), a Delaware corporation, and 9375-8514 Quebec Inc. (“**Assignee**”), a Canadian corporation (referred to collectively as the “**Parties**” and individually as a “**Party**”).

Whereas, Assignor is the sole owner of all rights, title and interest in and to the trademarks (and pending trademark application) listed in Schedule 1 to this Agreement (collectively, the “**Marks**”) and to the goodwill and reputation of the business connected with and symbolized by such Marks.

Whereas, Assignor, as part of the Asset Purchase Agreement, dated April 5, 2018 by and between the Parties (the “**Asset Purchase Agreement**”) wishes to assign all right, title and interest in and to the Marks to Assignee, and Assignee wishes to accept such assignment;

Now, Therefore, in consideration of the mutual agreements, provisions and covenants contained herein, the Parties agree as follows:

- 1. Assignment.** Assignor hereby irrevocably transfers, conveys and assigns to Assignee all right, title and interest throughout the world in and to the Marks, together with all common law rights and goodwill associated therewith, to be held and enjoyed by Assignee for its own use and enjoyment as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment had not been made, as assignee of its entire right, title, and interest therein, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned or to be assigned under this Agreement, effective upon the Closing (as defined in the Asset Purchase Agreement) of the Asset Purchase Agreement.
- 2. Further Assurances.** Assignor will execute such written instruments and extend such other cooperation as may be reasonably necessary to convey the Marks to Assignee. Assignor will also extend such other cooperation as may be reasonably necessary to assist Assignee with the perfection of Assignee’s title in and to the Marks.
- 3. Payment.** As full payment for the assignment of the Marks, Assignee will pay to Assignor the payments due pursuant to the Asset Purchase Agreement.
- 4. Miscellaneous.** This Agreement is made under and will be construed in accordance with the laws of the State of New York, USA, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of New York to the rights and duties of the Parties. The Parties hereto will not be considered as joint venturers, partners, employers or agents of each other, and neither will have the power to bind or obligate the other except as set forth in this Agreement. This Agreement may be executed in two (2) or more copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any provision or provisions of this Agreement are held to be invalid, illegal or unenforceable, in whole or in part, under any law or regulation, by a court of competent jurisdiction, then such provision or portion of such provision, as appropriate, will remain in effect only to the extent that it is valid, and the validity, legality and enforceability of the remaining provisions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated thereby. No amendment or modification to any of the terms hereof will be valid or binding upon the Parties unless made in writing and signed by duly authorized representatives of the Parties.

[Signatures on Next Page]

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Assignee

By: 

Name: FIRAS ATALLAH

Title: PRESIDENT

Assignor

By: _____

Name: _____

Title: _____

In Witness Whereof, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Assignee

By: _____

Name: _____

Title: _____

Assignor

By: Mark Roszkowski

Name: Mark Roszkowski

Title: EVP HEAD of Corporate Development

[Signature Page to Trademark Assignment Agreement]

SCHEDULE 1

1. United States Registration No. 3633549, registered on June 9, 2009, for services in International Class 35 identified as "POLYVORE"
2. United States Registration No. 4297837, registered on March 5, 2013, for goods and services in International Class 09, 45 identified as "POLYVORE"
3. United States Registration No. 4742702, registered on May 26, 2015, for goods and services in International Class 09, 42 identified as "POLYVORE & Design"
4. Australia Registration No. 1532993, registered on May 2, 2013, for goods in International Class 09 identified as "POLYVORE"
5. Australia Registration No. 1541326, registered on November 5, 2014, for services in International Class 45, identified as "POLYVORE"
6. Brazil Registration No. 840377290, registered on November 24, 2015, for goods in International Class 09, identified as "POLYVORE"
7. Brazil Registration No. 840377320, registered on November 24, 2015, for services in International Class 45, identified as "POLYVORE"
8. Canada Registration No. TMA904077, registered on May 20, 2015, for a variety of goods, identified as "POLYVORE"
9. China Registration No. 11961978, registered on May 21, 2015, for services in International Class 45, identified as "POLYVORE"
10. China Registration No. 11961979, registered on June 14, 2014, for goods in International Class 09, identified as "POLYVORE"
11. Pending China Application No. 23997052, filed on May 8, 2017 for services in International Class 42, identified as "POLYVORE"
12. European Union Registration No. 011453255, registered on May 23, 2013, for goods and services in International Class 09, 41, identified as "POLYVORE"
13. India Registration No. 2450264, registered on December 27, 2012, for goods in International Class 09, 45, identified as "POLYVORE"
14. Japan Registration No. 5615281, registered on September 13, 2013, for goods and services in International Class 09, 45, identified as "POLYVORE"
15. Republic of Korea Registration No. 450049030, registered on April 15, 2014, for goods and services in International Class 09, 45, identified as "POLYVORE"
16. Mexico Registration No. 1505787, registered on January 13, 2015, for goods in International Class 45, identified as "POLYVORE"
17. Mexico Registration No. 1367596, registered on May 15, 2013, for goods in International Class 09, identified as "POLYVORE"