

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM496629

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G. B. TOKANI, INC.		11/01/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	BLUE CRAYON INC.		
Street Address:	747 Hyde Park Rd., Suite 230		
City:	London, Ontario		
State/Country:	CANADA		
Postal Code:	N6H3S3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4219340	GRADE POWER	
Registration Number:	4286724	GRADE POWER LEARNING	
Registration Number:	4304723	GRADE POWER LEARNING	
Registration Number:	4367912	GPA 5.0	
Registration Number:	4369297	GPA 5.0	
Registration Number:	5213198	GRADEPOWER LEARNING	
CORRESPONDENCE DATA			
Fax Number:	3152338320		
<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:	3152338300		
Email:	jstevens@burrandbrown.com		
Correspondent Name:	Kevin C. Brown		
Address Line 1:	P.O. Box 869		
Address Line 4:	Fayetteville, NEW YORK 13066		
NAME OF SUBMITTER:	Janet M. Stevens		
SIGNATURE:	/Janet M. Stevens/		
DATE SIGNED:	11/02/2018		
Total Attachments: 3			

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TRADEMARK ASSIGNMENT

This Trademark Assignment is made as of November 1, 2018 by and between G.B. TOKANI, INC. ("ASSIGNOR"), a Delaware corporation residing at 747 Hyde Park Rd., Suite 230 London, Ontario CANADA N6H3S3, and BLUE CRAYON INC. ("ASSIGNEE"), a Canada corporation residing at 747 Hyde Park Rd., Suite 230 London, Ontario CANADA N6H3S3.

WHEREAS, ASSIGNOR is the sole and exclusive owner of the trademark registrations listed in Schedule A attached hereto (subject to sub-licenses previously granted by ASSIGNOR, discussed herein), and the goodwill associated therewith;

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in, to and under the trademark registrations listed in Schedule A attached hereto (subject to sub-licenses previously granted by ASSIGNOR), and the goodwill associated with the marks in those registrations; and

WHEREAS, ASSIGNOR wishes to convey to ASSIGNEE its entire right, title and interest in, to, and under the trademark registrations listed in Schedule A attached hereto (subject to sub-licenses previously granted by ASSIGNOR), and the goodwill associated with the marks in those registrations;

NOW, THEREFORE, in consideration of and in exchange for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby sells, assigns and transfers to ASSIGNEE, all of ASSIGNOR'S right, title and interest in, to and under trademark registrations listed in Schedule A attached hereto, and the goodwill associated with the marks in those registrations, and all applications, registrations and renewals for said marks, including the right to recover damages, for any past, present or future infringement, misappropriation and/or dilution of the marks, the same to be held and enjoyed by ASSIGNEE, for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, to the end of the term and all renewals thereof, as the same would have been held and enjoyed by ASSIGNOR, if this assignment, sale and transfer had not been made.

ASSIGNOR and ASSIGNEE acknowledge the existence of sub-licenses previously granted by ASSIGNOR, which survive the present Assignment, and ASSIGNEE


acknowledges that it is familiar with such sub-licenses, and ASSIGNOR and ASSIGNEE acknowledge that ASSIGNEE will grant to ASSIGNOR, in a document separate from the present Assignment, a license under the trademark registrations listed in Schedule A attached hereto, including but not limited to the right of ASSIGNOR to grant sub-licenses to franchisees, and ASSIGNOR hereby covenants that no other assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with the present Assignment.

ASSIGNOR further covenants that upon request by ASSIGNEE (or its successors, assigns or other legal representatives), ASSIGNOR will promptly provide ASSIGNEE (or its successors, assigns or other legal representatives) with all pertinent facts and documents relating to the trademark registrations listed in Schedule A attached hereto, as may be known and accessible to ASSIGNOR, and ASSIGNOR will testify as to the same in any litigation or proceeding related thereto, and ASSIGNOR will promptly execute and deliver to ASSIGNEE (or its successors, assigns or other legal representatives) any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the trademark registrations listed in Schedule A attached hereto.

ASSIGNOR hereby authorizes and requests the U.S. Patent and Trademark Office to record ASSIGNEE as the owner of the mark.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Trademark Assignment to be executed by duly authorized representatives on the date first shown above.

G.B. TOKANI INC.:

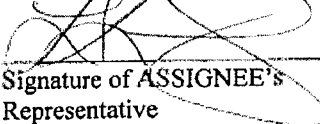


Signature of ASSIGNOR's
Representative

Lenka Whitehead
Name:

President
Title:

BLUE CRAYON INC.:



Signature of ASSIGNEE's
Representative

Lynne Killinger
Name:

C.F.O.
Title:

SCHEDULE A

U.S. Reg. No.	Mark
4,219,340	GRADE POWER
4,286,724	GRADE POWER LEARNING (and design)
4,304,723	GRADE POWER LEARNING (and design)
4,367,912	GPA 5.0 (and design)
4,369,297	GPA 5.0 (and design)
5,213,198	GRADEPOWER LEARNING