

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM502748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Standard Innovation Corporation		12/19/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	10546933 Canada Inc.		
Street Address:	#330 - 1130 Morrison Drive		
City:	Ottawa, Ontario		
State/Country:	CANADA		
Postal Code:	K2H 9N6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4815755	DUSK PLEASURE MATE	
Registration Number:	4815756	GLOW PLEASURE MATE	
Registration Number:	4815757	PLEASURE MATE	
Registration Number:	5409870		
Registration Number:	5425842	SYNC	
Registration Number:	4729808	THRILL BY WE-VIBE	
Registration Number:	5435932	UNITE	
Registration Number:	5149293	WE-VIBE	
Registration Number:	5304958	WE-VIBE	
Registration Number:	3457450	WE-VIBE	
Registration Number:	3784018	WE · VIBE	
Serial Number:	86324658	FLING	
Serial Number:	86720946	KEGELCORE	
Serial Number:	87778457	REALM	
Serial Number:	86837023	ROMP	
Serial Number:	86730037	STRONGINSIDE	
Serial Number:	86858649		
Serial Number:	87534369	WE-VIBE MATCH	

OP \$465.00 4815755

CORRESPONDENCE DATA**Fax Number:** 9732010660*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.***Phone:** 973-486-4114**Email:** lbudzyn@budzyn-ip.com**Correspondent Name:** Ludomir A. Budzyn**Address Line 1:** Budzyn IP Law, LLC**Address Line 2:** 120 Eagle Rock Avenue, Ste. 328**Address Line 4:** East Hanover, NEW JERSEY 07936**DOMESTIC REPRESENTATIVE****Name:** Ludomir A. Budzyn**Address Line 1:** Budzyn IP Law, LLC**Address Line 2:** 120 Eagle Rock Avenue, Ste. 328**Address Line 4:** East Hanover, NEW JERSEY 07936**NAME OF SUBMITTER:** Ludomir A. Budzyn**SIGNATURE:** /Ludomir A. Budzyn/**DATE SIGNED:** 12/19/2018**Total Attachments: 3**

source=#52628508v1_LEGAL_1_ - SIC Trademark Assignment US Trademarks (SIC to 10546933)_#page1.tif

source=#52628508v1_LEGAL_1_ - SIC Trademark Assignment US Trademarks (SIC to 10546933)_#page2.tif

source=#52628508v1_LEGAL_1_ - SIC Trademark Assignment US Trademarks (SIC to 10546933)_#page3.tif

TRADEMARK ASSIGNMENT – USA

WHEREAS, Standard Innovation Corporation, #330 - 1130 Morrison Drive, Ottawa, Ontario K2H 9N6, Canada, (hereinafter "Vendor") is the owner of the trademark applications and registrations and the trademarks, including the goodwill attached thereto, described in the attached Schedule A ("Trademarks");

WHEREAS, 10546933 Canada Inc., #330 - 1130 Morrison Drive, Ottawa, Ontario K2H 9N6, Canada (hereinafter referred to as "Purchaser") wished to acquire the Trademarks;

WHEREAS, under the terms of an Asset Purchase Agreement (the "APA") made as of February 26, 2018 (the "Effective Date"), Vendor has sold, assigned, transferred and conveyed to Purchaser its entire right, title and interest in and to the Trademarks; and

WHEREAS the parties have agreed to executed and deliver this Trademark Assignment for recordal and/or registration with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration for the execution of the APA, the payment of the consideration stipulated in the APA and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Vendor hereby sells, assigns, transfers and conveys to Purchaser, and confirms that it has sold, assigned, transferred and conveyed to Purchaser, effective as of the Effective Date, its entire, right, title and interest in the United States of America in and to the Trademarks, including:
 - a. the trademarks identified in the applications and registrations listed in Schedule "A", including the goodwill pertaining thereto;
 - b. all trademark registrations which may be granted on any and all of said applications;
 - c. any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on 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, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; and
 - d. 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,

the foregoing to be held and enjoyed by the Purchaser to the full end of the term or terms for which said Trademarks may be granted, as fully and entirely as the same would have been held by Vendor had this sale, assignment, transfer and conveyance not been made.

2. Vendor authorizes the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Purchaser. Vendor 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 Trademarks are properly assigned to Vendor, or any successor or assignee thereto.
3. To the extent that any of the Trademarks have been filed in the United States of America in whole or in part on an intent-to-use basis, the parties agree and acknowledge that the sale, assignment, transfer and conveyance addressed in Section I is part of a reorganization by which

such Trademarks shall be further sold, assigned, transferred and conveyed to a new company that will be the product of a merger between the Vendor and Purchaser which new company will be successor to the business of Vendor, or a portion thereof, to which such Trademarks pertain and which business will be ongoing and existing in accordance with the provisions of Section 10 of the Trademark Act of 1946, as amended (15 U.S.C. §1060). Except for the APA, this Trademark Assignment is intended to replace any other confirmatory assignment that the Parties have executed for those Trademarks that have been filed in the United States of America.

4. The terms of the APA, including, but not limited to, the representations, warranties and covenant relating to the Trademarks, are incorporated herein by this reference. The parties hereto acknowledge and agree that terms and conditions contained in the APA 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 APA and the terms hereof, the terms of the APA shall govern.
5. This Trademark Assignment shall be governed by, construed and interpreted in accordance with the laws of the Province of Ontario, Canada.
6. This Trademark Assignment is for the benefit of the parties and shall be binding upon their respective successors and assigns, as applicable.
7. This Trademark Assignment may be executed in counterparts and via facsimile or email, each of which counterpart shall constitute an original and both of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, a duly authorized officer of Vendor and Purchaser have executed this assignment on the date listed below.

Standard Innovation Corporation

By: Frank Ferrari
Name: Frank Ferrari
Title: President

Date: December 19, 2018

Witness or Notary for Signature of Standard Innovation Corporation

By: Mary Ellen Williams
Name: Mary Ellen Williams

Date: December 19, 2018

10546933 Canada Inc

By: Frank Ferrari
Name: Frank Ferrari
Title: President

Date: December 19, 2018

Witness or Notary for Signature of 10546933 Canada Inc.

By: Mary Ellen Williams
Name: Mary Ellen Williams

Date: December 19, 2018

SCHEDULE A – U.S. TRADEMARKS

Title	Country	Application No.	Registration No.
DUSK PLEASURE MATE (U.S.)	US	86/233,645	4,815,755
FLING (U.S.)	US	86/324,658	Pending
GLOW PLEASURE MATE (U.S.)	US	86/233,706	4,815,756
KEGELCORE (U.S.)	US	86/720,946	Pending
PLEASURE MATE (U.S.)	US	86/233,716	4,815,757
REALM (US) (Class 10)	US	87/778,457	Pending
ROMP (US)	US	86/837,023	Pending
STARBURST Logo (U.S.)	US	86/658,989	5,409,870
STRONGINSIDE (U.S.)	US	86/730,037	Pending
SYNC (U.S.) (Class 10)	US	87/107,757	5,425,842
THRILL BY WE-VIBE (U.S.)	US	85/676,225	4,729,808
UNITE (U.S.)	US	87/129,146	5,435,932
WAVE DESIGN ON OVAL BACKGROUND (U.S.)	US	86/858,649	Pending
WE-VIBE (U.S.) (Classes 3, 5) - Lube	US	86/897,782	5,149,293
WE-VIBE (U.S.)	US	87/205,152	5304958
WE-VIBE Design (U.S.)	US	77/316,567	3,457,450
WE-VIBE & Design (U.S.)	US	77/825,597	3,784,018
WE-VIBE MATCH (U.S.)	US	87/534,369	Pending