

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM510267

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HUMMINGBIRD PLASTICS INC.		12/19/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	WESTFALL ACQUISITION III, INC.		
Street Address:	7455 Arroyo Crossing Pky, Suite 220		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89113		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3741029	THINK SMALL	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9142317822		
Email:	tm@kimwinston.com		
Correspondent Name:	Laura J. Winston, Kim Winston LLP		
Address Line 1:	73 Market Street, Suite 376		
Address Line 4:	Yonkers, NEW YORK 10710		
NAME OF SUBMITTER:	Laura J. Winston		
SIGNATURE:	/Laura J. Winston/		
DATE SIGNED:	02/15/2019		
Total Attachments: 4			
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OP \$40.00 3741029

TRADEMARK AND OTHER INTELLECTUAL PROPERTY ASSIGNMENT

ENTERED INTO as of December 19, 2018 (“Effective Date”).

BETWEEN:

HUMMINGBIRD PLASTICS INC., a corporation duly constituted under the laws of Ontario, having a place of business at 60 Armstrong Avenue, Georgetown, Ontario;

(hereinafter referred to as “Assignor”)

AND:

WESTFALL ACQUISITION III, INC., a corporation duly constituted under the laws of Delaware, having a place of business at 7455 Arroyo Crossing Pky, Suite 220, Las Vegas, NV 89113;

(hereinafter referred to as “Assignee”)

WHEREAS the Assignor is the owner of all right, title, and interest in and to the trademarks currently used in the course of its business or otherwise associated to its business, including the trademarks and the corresponding trademark applications and registrations listed in Schedule “A” attached to this Agreement, as well as any other unregistered intellectual property rights owned or held by Assignor in connection with its business (collectively, the “**HPI Trademarks and Other IP**”);

WHEREAS the Assignee is purchasing the Assignor’s business and is desirous of obtaining the entire right, title, and interest in and to the HPI Trademarks and Other IP and the Assignor has agreed to transfer same;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT for good and valuable consideration, including the consideration paid pursuant to the Share Purchase Agreement entered into between the parties on December 19, 2018 (“SPA”), the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Subject to the terms of the SPA, the Assignor hereby sells, grants, assigns and transfers to the Assignee all of its worldwide rights, titles, and interests in and to the HPI Trademarks and Other IP, including, without limitation, all rights that the Assignor has in the HPI Trademarks and Other IP at common law and under the Canadian *Trade-marks Act*, including in any applications for the HPI Trademarks and Other IP, and all goodwill associated with the HPI Trademarks and Other IP, and all rights of action appurtenant thereto, the same to be held and enjoyed by the Assignee as fully and effectively as the same would have been enjoyed by the Assignor if this assignment and transfer had not been made. This assignment includes any extensions granted in the future by applicable laws and international conventions in connection with the HPI Trademarks and Other IP.
2. The Assignor also transfers the benefit of all waivers, to the full extent permitted by applicable laws, of all moral rights arising under the *Copyright Act* (Canada) or any rights

to similar effect in any country or at common law that its developers may have with respect to the HPI Trademarks and Other IP to the extent those rights have not been assigned above.

3. The Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, to act for and on the Assignor's behalf and stead, to do all such lawful acts and things, and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations for the HPI Trademarks and Other IP and to vest the same in the Assignee, its successors, assigns or legal representatives as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
4. In consideration for the execution of this Assignment, the Assignee will pay a nominal amount of one Canadian dollar to the Assignor on the Effective Date, in addition to the IP Purchase Price, as defined in and in accordance with the Share Purchase Agreement dated December 19, 2018, between the parties.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

HUMMINGBIRD PLASTICS INC.

WESTFALL ACQUISITION III, INC.

Per: 
Name: Joerg Schmidt
Title: President and Secretary

Per: _____
Name: Perry Morgan
Title: CFO and Treasurer

to similar effect in any country or at common law that its developers may have with respect to the HPI Trademarks and Other IP to the extent those rights have not been assigned above.

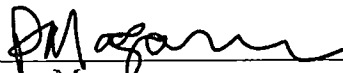
3. The Assignor hereby irrevocably designates and appoints the Assignee and its duly authorized officers and agents as the Assignor's agent and attorney in fact, to act for and on the Assignor's behalf and stead, to do all such lawful acts and things, and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations for the HPI Trademarks and Other IP and to vest the same in the Assignee, its successors, assigns or legal representatives as may be required from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.
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HUMMINGBIRD PLASTICS INC.

WESTFALL ACQUISITION III, INC.

Per: _____
Name: Joerg Schmidt
Title: President and Secretary

Per:  _____
Name: Perry Morgan
Title: CFO and Treasurer

SCHEDULE A

Trademark	Registration No.
THINK SMALL	3741029