

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM523068

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Liquid Capital Corp.		04/16/2019	Corporation:
RECEIVING PARTY DATA			
Name:	Liquid Capital Enterprises Corp.		
Street Address:	5734 Yonge Street, Suite 400		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M2M4E7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3188702	LIQUID CAPITAL	
Registration Number:	3103210	LIQUID CAPITAL	
CORRESPONDENCE DATA			
Fax Number:	7204655220		
<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:	720-465-5001		
Email:	trademarks@alexiussolutions.com		
Correspondent Name:	Alexius Solutions, LLC		
Address Line 1:	3400 East Bayaud Avenue, Suite 310		
Address Line 4:	Denver, COLORADO 80209		
NAME OF SUBMITTER:	Jenni Wisniewski		
SIGNATURE:	/Jenni Wisniewski/		
DATE SIGNED:	05/10/2019		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "**Assignment**") is made as of the 16th day of April, 2019, by Liquid Capital Corp., an Ontario corporation ("**Assignor**"), and Liquid Capital Enterprises Corp., an Ontario corporation ("**Assignee**"). The Assignor and Assignee are collectively referred to herein as "**Parties**".

RECITALS

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title, and interest in and to all of the trademarks that are owned by Assignor, including without limitation the registrations and applications listed on **Exhibit A** attached hereto and incorporated herein, together with the goodwill associated therewith (the "**Trademarks**"); and

WHEREAS, Assignee is desirous of acquiring all rights, title and interests of Assignor in the Trademarks, including the goodwill associated therewith.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the covenants and agreements in this Assignment, the Parties agree as follows:

1. Grant. Effective as of April 16, 2019, Assignor does hereby sell, transfer, convey, assign and deliver to Assignee all of the Assignor's right, title, and interest in and to the Trademarks, together with the goodwill associated therewith, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringements of the Trademarks, along with the right to sue for and collect such damages for the use and benefit of Assignee and Assignee's successors, assigns and other legal representatives.

2. Representations and Warranties of the Parties. Each party warrants that (i) this Assignment is a legal, valid and binding obligation of the warranting party, (ii) it has full power and authority to enter into and perform its obligations under this Assignment in accordance with its terms, and (iii) it is and will remain free of any obligations and restrictions that would prevent or impede its performance of its obligations under this Assignment. Assignor further represents and warrants that it is the sole owner of all right, title and interest in the Trademarks being assigned per this Assignment,

3. Further Assurances. Each party will, without additional consideration, take such further actions and execute promptly such further documents as are necessary to effect and record the above assignment, including any actions or documents required by the applicable registrar to document the transfer herein or as may be necessary to protect, secure and vest good, valid and marketable title to the Trademarks and related rights in Assignee.

4. Recording of Assignment. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue service marks, trademarks, or other evidence or forms of intellectual property protection or applications as, to issue the same

to Assignee and Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.

5. Counterparts. This Assignment may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

IN WITNESS WHEREOF, this Assignment is effective as of the day and year first written above.

ASSIGNOR:

LIQUID CAPITAL CORP.

By: _____
Name: Sal Roter
Its: President

ASSIGNEE:

LIQUID CAPITAL ENTERPRISES CORP.

By: _____
Name: Sal Roter
Its: Director

EXHIBIT A

Liquid Capital

U.S.PTO Registration No. 3,103,210

Liquid Capital

U.S.PTO Registration No. 3,188,702