

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM547131

|                              |   |
|------------------------------|---|
| <b>SUBMISSION TYPE:</b>      | CORRECTIVE ASSIGNMENT   |
| <b>NATURE OF CONVEYANCE:</b> | Corrective Assignment to correct the recordation to add U.S. Trademark Appl. No. 86/730,064 previously recorded on Reel 006563 Frame 0048. Assignor(s) hereby confirms the ownership of U.S. Trademark Appl. No. 86/730,064 by WOW Tech Canada, Ltd.. |

## CONVEYING PARTY DATA

| Name                 | Formerly | Execution Date | Entity Type         |
|----------------------|----------|----------------|---------------------|
| 10546933 Canada Inc. |          | 01/04/2019     | Corporation: CANADA |

## RECEIVING PARTY DATA

|                        |                           |
|------------------------|---------------------------|
| <b>Name:</b>           | WOW Tech Canada Ltd.      |
| <b>Street Address:</b> | 330 - 1130 Morrison Drive |
| <b>City:</b>           | Ottawa, Ontario           |
| <b>State/Country:</b>  | CANADA                    |
| <b>Postal Code:</b>    | K2H 9N6                   |
| <b>Entity Type:</b>    | Corporation: CANADA       |

## PROPERTY NUMBERS Total: 1

| Property Type  | Number   | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 86730064 | ATTIVIA   |

## 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:** 9734864114  
**Email:** sgiambra@budzyn-ip.com  
**Correspondent Name:** Ludomir A. Budzyn  
**Address Line 1:** Budzyn IP Law, LLC  
**Address Line 2:** 120 Eagle Rock Ave., Ste. 328  
**Address Line 4:** East Hanover, NEW JERSEY 07936

|                           |                     |
|---------------------------|---------------------|
| <b>NAME OF SUBMITTER:</b> | Ludomir A. Budzyn   |
| <b>SIGNATURE:</b>         | /Ludomir A. Budzyn/ |
| <b>DATE SIGNED:</b>       | 10/29/2019          |

## Total Attachments: 25

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OP \$40.00 86730064

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|---|
| <b>TRADEMARK ASSIGNMENT COVER SHEET</b> |
|---|

Electronic Version v1.1  
 Stylesheet Version v1.2

|                                   |                         |                       |                     |
|-----------------------------------|-------------------------|-----------------------|---------------------|
| <b>SUBMISSION TYPE:</b>           | NEW ASSIGNMENT          |                       |                     |
| <b>NATURE OF CONVEYANCE:</b>      | Amalgamation            |                       |                     |
| <b>CONVEYING PARTY DATA</b>       |                         |                       |                     |
| <b>Name</b>                       | <b>Formerly</b>         | <b>Execution Date</b> | <b>Entity Type</b>  |
| 10546933 Canada Inc.              |                         | 01/04/2019            | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>       |                         |                       |                     |
| <b>Name:</b>                      | WOW Tech Canada Ltd.    |                       |                     |
| <b>Street Address:</b>            | 330-1130 Morrison Drive |                       |                     |
| <b>City:</b>                      | Ottawa, Ontario         |                       |                     |
| <b>State/Country:</b>             | CANADA                  |                       |                     |
| <b>Postal Code:</b>               | K2H 9N6                 |                       |                     |
| <b>Entity Type:</b>               | Corporation: CANADA     |                       |                     |
| <b>PROPERTY NUMBERS Total: 18</b> |                         |                       |                     |
| <b>Property Type</b>              | <b>Number</b>           | <b>Word Mark</b>      |                     |
| <b>Registration Number:</b>       | 4815755                 | DUSK PLEASURE MATE    |                     |
| <b>Registration Number:</b>       | 4815756                 | GLOW PLEASURE MATE    |                     |
| <b>Registration Number:</b>       | 4815757                 | PLEASURE MATE         |                     |
| <b>Registration Number:</b>       | 5409870                 |                       |                     |
| <b>Registration Number:</b>       | 5425842                 | SYNC                  |                     |
| <b>Registration Number:</b>       | 4729808                 | THRILL BY WE-VIBE     |                     |
| <b>Registration Number:</b>       | 5435932                 | UNITE                 |                     |
| <b>Registration Number:</b>       | 5149293                 | WE-VIBE               |                     |
| <b>Registration Number:</b>       | 5304958                 | WE-VIBE               |                     |
| <b>Registration Number:</b>       | 3457450                 | WE-VIBE               |                     |
| <b>Registration Number:</b>       | 3784018                 | WE · VIBE             |                     |
| <b>Serial Number:</b>             | 86324658                | FLING                 |                     |
| <b>Serial Number:</b>             | 86720946                | KEGELCORE             |                     |
| <b>Serial Number:</b>             | 87778457                | REALM                 |                     |

|                             |          |               |
|-----------------------------|----------|---------------|
| <b>Serial Number:</b>       | 86837023 | ROMP          |
| <b>Serial Number:</b>       | 86730037 | STRONGINSIDE  |
| <b>Serial Number:</b>       | 87534369 | WE-VIBE MATCH |
| <b>Registration Number:</b> | 5604022  |               |

**CORRESPONDENCE DATA**

**Fax Number:** 9732010660  
**Phone:** (973) 486-4114  
**Email:** lbudzyn@budzyn-ip.com  
*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.*  
**Correspondent Name:** Ludomir A, Budzyn  
**Address Line 1:** Budzyn IP Law, LLC  
**Address Line 2:** 120 Eagle Rock Avenue, Suite 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, Suite 328  
**Address Line 4:** East Hanover, NEW JERSEY 07936

**NAME OF SUBMITTER:** Ludomir A. Budzyn

**Signature:** /Ludomir A. Budzyn/

**Date:** 02/14/2019

**Total Attachments: 6**

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**RECEIPT INFORMATION**

**ETAS ID:** TM510114  
**Receipt Date:** 02/14/2019  
**Fee Amount:** \$465

# BUDZYN

IP LAW

Mail Stop Assignment Recordation Services  
Director of the U.S. Patent and Trademark Office  
P.O. Box 1450  
Alexandria, VA 22313-1450

October 29, 2019

Re: Correction to Reel/Frame 6563/0048 to add U.S. Trademark Appl. No.  
86/730,064  
Our Reference No. 2153-0

Dear Sir/Madam,

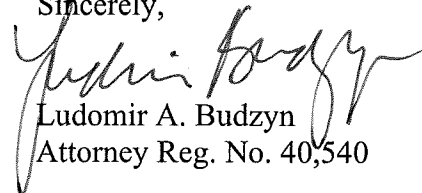
It has come to the attention of the current owner of U.S. Trademark Appl. No. 86/730,064 (“the ‘064 Application”) that this trademark application was unintentionally not included in documentation recorded with the U.S. Trademark Office reflecting a change in ownership of trademarks owned by the current owner. The ownership of the ‘064 Application has legally changed by operation of agreement, and, separately, by operation of amalgamation, as discussed below. The current owner of the ‘064 Application seeks to update recordation records to properly reflect this change in ownership.

Attached hereto is a “Declaration Under 37 C.F.R. §2.20” by Mr. Frank Ferrari, President of WOW Tech Canada Ltd. (“the Declaration”). As set forth in the Declaration, the ‘064 Application transferred to 10546933 Canada, Inc., by operation of agreement, and, then, to WOW Tech Canada, Ltd., by operation of corporate amalgamation.

Pursuant to TMEP §503.06(b), the Declaration is signed on behalf of the current owner WOW Tech Canada, Ltd., of the ‘064 Application. It is noted that the original owner, 10546933 Canada Inc., is no longer an existing legal entity.

Attached hereto is also a copy of the Certificate of Amalgamation recorded at Reel/Frame 6563/0048. This submission is being recorded to update Reel/Frame 6563/0048 to reflect the transfer of ownership of the ‘064 Application from 10546933 Canada Inc. to WOW Tech Canada, Ltd.

Sincerely,



Ludomir A. Budzyn  
Attorney Reg. No. 40,540

Attachments: Certificate of Amalgamation (with original cover sheet); Declaration Under 37 C.F.R §2.20 (with Exhibits A & B)

Budzyn IP Law, LLC, 120 Eagle Rock Avenue, Suite 328, East Hanover, NJ 07936

T: (973) 486-4114

F: (973) 201-0660

W: [www.budzyn-ip.com](http://www.budzyn-ip.com)

**TRADEMARK**

**REEL: 006782 FRAME: 0432**



## Certificate of Amalgamation

*Canada Business Corporations Act*

## Certificat de fusion

*Loi canadienne sur les sociétés par actions*

WOW Tech Canada Ltd.

Corporate name / Dénomination sociale

1117772-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Raymond Edwards

Director / Directeur

2019-01-04

Date of Amalgamation (YYYY-MM-DD)  
Date de fusion (AAAA-MM-JJ)

Canada



**Canada Business Corporations Act (CBCA)  
FORM 9  
ARTICLES OF AMALGAMATION  
(Section 185)**

**1 - Corporate name of the amalgamated corporation**  
WOW Tech Canada Ltd.

**2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)**  
Ontario

**3 - The classes and any maximum number of shares that the corporation is authorized to issue**  
See attached schedule I Voir l'annexe ci-jointe

**4 - Restrictions, if any, on share transfers**  
See attached schedule I Voir l'annexe ci-jointe

**5 - Minimum and maximum number of directors (for a fixed number of directors, indicate the same number in both boxes)**

Minimum number  Maximum number

**6 - Restrictions, if any, on the business the corporation may carry on**  
None

**7 - Other provisions, if any**  
See attached schedule I Voir l'annexe ci-jointe

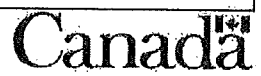
**8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:**

|   |  |   |
|---|--|---|
| <input type="radio"/> 183 - Long form:<br>approved by special<br>resolution of shareholders | <input checked="" type="radio"/> 184(1) - Vertical short-form:<br>approved by resolution of<br>directors | <input type="radio"/> 184(2) - Horizontal short-form:<br>approved by resolution of<br>directors |
|---|--|---|

**9 - Declaration**  
I hereby certify that I am a director or an authorized officer of the following corporation:

| Name of the amalgamating corporations | Corporation number | Signature |
|---------------------------------------|--------------------|-----------|
| 10546933 Canada Inc.                  | 1054693 - 3        | Fink Fink |
| Standard Innovation Corporation       | 1082489 - 5        | Fink Fink |
|                                       |                    |           |
|                                       |                    |           |

**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).



**Schedule / Annexe**  
**Description of Classes of Shares / Description des catégories d'action**

The rights, privileges, restrictions and conditions attaching to the common shares are as follows:

- (a) **Payment of Dividends:** The holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the common shares, the board of directors may in its sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Corporation.
- (b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution shall be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.
- (c) **Voting Rights:** The holders of the common shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each common share held at all such meetings.



**Schedule / Annexe**

**Restrictions on Share Transfers / Restrictions sur le transfert des actions**

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in paragraph 7 hereof.

**Schedule / Annexe**  
**Other Provisions / Autres dispositions**

No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.



**Form 2**  
**Initial Registered Office Address**  
**and First Board of Directors**

*Canada Business Corporations Act*  
*(CBCA) (s. 19 and 106)*

**Formulaire 2**  
**Siège social initial et premier**  
**conseil d'administration**

*Loi canadienne sur les sociétés par*  
*actions (LCSA) (art. 19 et 106)*

|          |  |   |  |
|----------|--|---|--|
| <b>1</b> | Corporate name<br>Dénomination sociale   | WOW Tech Canada Ltd.                                  |  |
| <b>2</b> | Address of registered office<br>Adresse du siège social  | 330-1130 Morrison Drive<br>Ottawa ON K2H 9N6          |  |
| <b>3</b> | Additional address<br>Autre adresse  |   |  |
| <b>4</b> | Members of the board of directors<br>Membres du conseil d'administration   |   | Resident Canadian<br>Résident Canadien |
|          | Johannes von Plettenberg   | Am Kupfergraben 6a, Berlin<br>Germany                 | No / Non                               |
|          | Frank Ferrari  | 1226 Batten Trail, Peterborough ON<br>K9K 1Y9, Canada | Yes / Oui                              |
|          | Dr. Richard Lenz   | Am Kupfergraben 6a, Berlin<br>Germany                 | No / Non                               |
| <b>5</b> | Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.<br>Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire. |   |  |

Original signed by / Original signé par  
Frank Ferrari

Frank Ferrari  
705-768-3085

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the *Privacy Act* allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la *Loi sur les renseignements personnels* permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.

TRADEMARK

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

In re Application of: WOW Tech Canada Ltd.  
Application No.: 86/730,064  
Filed: August 19, 2015  
International Classes: 005, 009, 010, 042 and 044  
Mark: ATTIVIA  
Docket: 2153-35

Commissioner for Trademarks  
2900 Crystal Drive  
Arlington, Virginia 22202-3513

**DECLARATION UNDER 37 C.F.R. §2.20**

I, Frank Ferrari, declare as follows:

1. I am the President of WOW Tech Canada Ltd. (“WOW Tech”).
2. I was previously President of Standard Innovation Corporation (“SIC”), the original applicant of the application to register the trademark “ATTIVIA” as identified above (“the ATTIVIA Application”).
3. Pursuant to an Asset Purchase Agreement dated February 26, 2018 (“the APA”), all trademarks of SIC were assigned to 10546933 Canada, Inc. (“the ‘933 Corporation”). An Assignment based on the APA, a true and accurate copy of which is attached hereto as Exhibit A, was recorded with the Assignment Branch of the U.S. Trademark Office at Reel/Frame 6504/0028 recording the change in ownership of the trademarks listed in “Schedule A” of the Assignment from SIC to the ‘933 Corporation (“the Assignment”).

Application No.: 86/730,064  
Filing Date: August 19, 2015  
Mark: ATTIVIA

4. The ATTIVIA Application, which was owned by SIC on February 26, 2018, was transferred to the '933 Corporation by operation of the APA.

5. The ATTIVIA Application was inadvertently not included in "Schedule A" of the Assignment. Accordingly, the Assignment was unintentionally not recorded against the ATTIVIA Application.

6. On January 4, 2019, SIC and the '933 Corporation were part of an amalgamation under Canadian law, resulting in the formation of WOW Tech as the amalgamated corporation. The related "Certificate of Amalgamation" ("the Certificate") was recorded at Reel/Frame 6563/0048 against all of the trademarks against which the Assignment was recorded to show change in ownership in these trademarks from the '933 Corporation to WOW Tech. The Certificate was unintentionally not recorded against the ATTIVIA Application. A true and accurate copy of the Certificate is attached hereto as Exhibit B.

7. As a result of the amalgamation, all assets of the '933 Corporation, including all trademarks, were transferred to WOW Tech. The ATTIVIA Application, which was owned by the '933 Corporation, transferred to WOW Tech, by operation of the amalgamation.

8. As a result of the amalgamation, on January 4, 2019, SIC and the '933 Corporation ceased to exist as legal entities.

9. I have firsthand knowledge of all of the facts stated herein.

**[INTENTIONALLY LEFT BLANK]**

Application No.: 86/730,064  
Filing Date: August 19, 2015  
Mark: ATTIVIA

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true, and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under §1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or document or any registration resulting therefrom.

Dated: August 6, 2019

Frank Ferrari

Frank Ferrari

# Exhibit A

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

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



|                       |          |               |
|-----------------------|----------|---------------|
| <b>Serial Number:</b> | 86837023 | ROMP          |
| <b>Serial Number:</b> | 86730037 | STRONGINSIDE  |
| <b>Serial Number:</b> | 86858649 |               |
| <b>Serial Number:</b> | 87534369 | WE-VIBE MATCH |

**CORRESPONDENCE DATA**

**Fax Number:** 9732010660  
**Phone:** 973-486-4114  
**Email:** lbudzyn@budzyn-ip.com  
*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.*  
**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

|                           |                     |
|---------------------------|---------------------|
| <b>NAME OF SUBMITTER:</b> | Ludomir A. Budzyn   |
| <b>Signature:</b>         | /Ludomir A. Budzyn/ |
| <b>Date:</b>              | 12/19/2018          |

**Total Attachments: 3**  
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 source=#52628508v1\_LEGAL\_1\_ - SIC Trademark Assignment US Trademarks (SIC to 10546933)\_#page3.tif

**RECEIPT INFORMATION**

**ETAS ID:** TM502748  
**Receipt Date:** 12/19/2018  
**Fee Amount:** \$465

## 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 1 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**

| <b>Title</b>                          | <b>Country</b> | <b>Application No.</b> | <b>Registration No.</b> |
|---------------------------------------|----------------|------------------------|-------------------------|
| 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                 |

# Exhibit B



## Certificate of Amalgamation

*Canada Business Corporations Act*

## Certificat de fusion

*Loi canadienne sur les sociétés par actions*

WOW Tech Canada Ltd.

Corporate name / Dénomination sociale

1117772-9

Corporation number / Numéro de société

I HEREBY CERTIFY that the above-named corporation resulted from an amalgamation, under section 185 of the *Canada Business Corporations Act*, of the corporations set out in the attached articles of amalgamation.

JE CERTIFIE que la société susmentionnée est issue d'une fusion, en vertu de l'article 185 de la *Loi canadienne sur les sociétés par actions*, des sociétés dont les dénominations apparaissent dans les statuts de fusion ci-joints.

Raymond Edwards

Director / Directeur

2019-01-04

Date of Amalgamation (YYYY-MM-DD)  
Date de fusion (AAAA-MM-JJ)



**Canada Business Corporations Act (CBCA)  
FORM 9  
ARTICLES OF AMALGAMATION  
(Section 185)**

**1 - Corporate name of the amalgamated corporation**  
WOW Tech Canada Ltd.

**2 - The province or territory in Canada where the registered office is situated (do not indicate the full address)**  
Ontario

**3 - The classes and any maximum number of shares that the corporation is authorized to issue**  
See attached schedule I Voir l'annexe ci-jointe

**4 - Restrictions, if any, on share transfers**  
See attached schedule I Voir l'annexe ci-jointe

**5 - Minimum and maximum number of directors (for a fixed number of directors; indicate the same number in both boxes)**

Minimum number  Maximum number

**6 - Restrictions, if any, on the business the corporation may carry on**  
None

**7 - Other provisions, if any**  
See attached schedule I Voir l'annexe ci-jointe

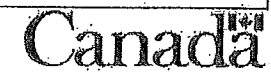
**8 - The amalgamation has been approved pursuant to that section or subsection of the Act which is indicated as follows:**

|   |  |   |
|---|--|---|
| <input type="radio"/> 183 - Long form:<br>approved by special<br>resolution of shareholders | <input checked="" type="radio"/> 184(1) - Vertical short-form:<br>approved by resolution of<br>directors | <input type="radio"/> 184(2) - Horizontal short-form:<br>approved by resolution of<br>directors |
|---|--|---|

**9 - Declaration**  
I hereby certify that I am a director or an authorized officer of the following corporation:

| Name of the amalgamating corporations | Corporation number | Signature        |
|---------------------------------------|--------------------|------------------|
| 10546933 Canada Inc.                  | 1054693 - 3        | <i>Fake Fake</i> |
| Standard Innovation Corporation       | 1082489 - 5        | <i>Fake Fake</i> |
|                                       |                    |                  |
|                                       |                    |                  |

**Note:** Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5,000 or to imprisonment for a term not exceeding six months or to both (subsection 250(1) of the CBCA).



**Schedule / Annexe**  
**Description of Classes of Shares / Description des catégories d'action**

The rights, privileges, restrictions and conditions attaching to the common shares are as follows:

(a) **Payment of Dividends:** The holders of the common shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the common shares, the board of directors may in its sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Corporation.

(b) **Participation upon Liquidation, Dissolution or Winding Up:** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the common shares shall, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution shall be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.

(c) **Voting Rights:** The holders of the common shares shall be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each common share held at all such meetings.



**Schedule / Annexe**

**Restrictions on Share Transfers / Restrictions sur le transfert des actions**

No share of the Corporation may be transferred unless its transfer complies with the restriction on the transfer of securities set out in paragraph 7 hereof.

**Schedule / Annexe**  
**Other Provisions / Autres dispositions**

No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

(a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;

(b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;

(c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or

(d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.



**Form 2**

**Initial Registered Office Address  
and First Board of Directors**

*Canada Business Corporations Act  
(CBCA) (s. 19 and 106)*

**Formulaire 2**

**Siège social initial et premier  
conseil d'administration**

*Loi canadienne sur les sociétés par  
actions (LCSA) (art. 19 et 106)*

1 Corporate name  
Dénomination sociale  
WOW Tech Canada Ltd.

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2 Address of registered office  
Adresse du siège social  
330-1130 Morrison Drive  
Ottawa ON K2H 9N6

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3 Additional address  
Autre adresse

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4 Members of the board of directors  
Membres du conseil d'administration

|                          |   | Resident Canadian<br>Résident Canadien |
|--------------------------|---|--|
| Johannes von Plettenberg | Am Kupfergraben 6a, Berlin<br>Germany                 | No / Non                               |
| Frank Ferrari            | 1226 Batten Trail, Peterborough ON<br>K9K 1Y9, Canada | Yes / Oui                              |
| Dr. Richard Lenz         | Am Kupfergraben 6a, Berlin<br>Germany                 | No / Non                               |

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5 Declaration: I certify that I have relevant knowledge and that I am authorized to sign this form.  
Déclaration : J'atteste que je possède une connaissance suffisante et que je suis autorisé(e) à signer le présent formulaire.

Original signed by / Original signé par  
Frank Ferrari

Frank Ferrari  
705-768-3085

Misrepresentation constitutes an offence and, on summary conviction, a person is liable to a fine not exceeding \$5000 or to imprisonment for a term not exceeding six months or both (subsection 250(1) of the CBCA).

Faire une fausse déclaration constitue une infraction et son auteur, sur déclaration de culpabilité par procédure sommaire, est passible d'une amende maximale de 5 000 \$ et d'un emprisonnement maximal de six mois, ou l'une de ces peines (paragraphe 250(1) de la LCSA).

You are providing information required by the CBCA. Note that both the CBCA and the Privacy Act allow this information to be disclosed to the public. It will be stored in personal information bank number IC/PPU-049.

Vous fournissez des renseignements exigés par la LCSA. Il est à noter que la LCSA et la Loi sur les renseignements personnels permettent que de tels renseignements soient divulgués au public. Ils seront stockés dans la banque de renseignements personnels numéro IC/PPU-049.