

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM573482

<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>
EVERGREEN CONSUMER BRANDS INC.		03/13/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LEC CUSTOM PRODUCTS, INC.		
<b>Street Address:</b>	7 Kenview Blvd.		
<b>City:</b>	Brampton, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6T 5G5		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 28</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88480415	ROSE MILK	
<b>Serial Number:</b>	88399594	INSPIRE FROM THE MAKERS OF SILKIENCE	
<b>Serial Number:</b>	88271391	SALON SELECTIVES	
<b>Serial Number:</b>	88267469	SALON SELECTIVES	
<b>Serial Number:</b>	88160058	CREMÄY	
<b>Serial Number:</b>	88079279	HELENE CURTIS	
<b>Serial Number:</b>	88020538	ZANTRATE	
<b>Serial Number:</b>	87935200	SAFE FOR PEOPLE, PETS AND THE PLANET	
<b>Serial Number:</b>	87933739	DAILY DEFENSE	
<b>Serial Number:</b>	87767824	FRESHOLOGY	
<b>Serial Number:</b>	87979156	FRESHOLOGY	
<b>Serial Number:</b>	87764871	SILKIENCE REDLINE	
<b>Serial Number:</b>	87764876	TAME	
<b>Serial Number:</b>	87764883	INSPIRE	
<b>Serial Number:</b>	87666389	SPA HAÜS	
<b>Serial Number:</b>	87666684	LAVORIS	
<b>Serial Number:</b>	87347088	SILKIENCE	
<b>Serial Number:</b>	87332076	SILKIENCE	
<b>Serial Number:</b>	85449394	SAFE FOR PEOPLE, PETS & THE PLANET	
<b>TRADEMARK</b>			

CH \$715.00 88480415

Property Type	Number	Word Mark
Serial Number:	85216866	EARTHSCENTS
Serial Number:	77078127	LIKE YOU JUST STEPPED OUT OF A SALON
Serial Number:	75143709	DAILY DEFENSE
Serial Number:	74385371	LAVORIS
Serial Number:	73695670	SALON SELECTIVES
Serial Number:	73641581	SALON SELECTIVES
Serial Number:	73607222	SALON SELECTIVES
Serial Number:	72294660	LAVORIS
Serial Number:	71014378	LAVORIS

#### CORRESPONDENCE DATA

**Fax Number:** 4168680673

*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:** 416 601 7765

**Email:** bbell@mccarthy.ca

**Correspondent Name:** BETHANNE BELL, MCCARTHY TETRAULT LLP

**Address Line 1:** SUITE 5300, TD BANK TOWER

**Address Line 2:** BOX 48, 66 WELLINGTON STREET WEST

**Address Line 4:** TORONTO, ONTARIO, CANADA M5K 1E6

<b>NAME OF SUBMITTER:</b>	Bethanne Bell
<b>SIGNATURE:</b>	/Bethanne Bell/
<b>DATE SIGNED:</b>	04/24/2020

#### Total Attachments: 15

source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page1.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page2.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page3.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page4.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page5.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page6.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page7.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page8.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page9.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page10.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page11.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page12.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page13.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page14.tif  
source=Assignment from Evergreen Consumer Brands to LEC Custom Products#page15.tif

## **CONFIRMATORY ASSIGNMENT OF INTELLECTUAL PROPERTY**

This CONFIRMATORY INTELLECTUAL PROPERTY AGREEMENT (the “**Agreement**”) is made and entered into as of March 13, 2020 (the “**Effective Date**”), by and among DELOITTE RESTRUCTURING INC., solely in its capacity as receiver and manager of property, assets and undertaking of EVERGREEN CONSUMER BRANDS INC., having an office at 100 Delta Park Blvd., Suite #1, Brampton, ON (the “**Assignor**”), and LEC CUSTOM PRODUCTS, INC. having an office at 7 Kenview Blvd., Brampton, ON (the “**Assignee**”).

### **WHEREAS:**

- 1) On February 13, 2020, Deloitte Restructuring Inc. (the “**Receiver**”) was appointed as the receiver and manager of the property, assets, and undertaking of Evergreen Consumer Brands Inc. (the “**Company**”) by a court order made by the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) in receivership proceedings under the Bankruptcy and Insolvency Act (Canada).
- 2) The Assignee was the successful bidder for the assets of the Company in a marketing process conducted by the Receiver.
- 3) As a result of the Assignee being a successful bidder, the Assignor and the Assignee entered into an Asset Purchase Agreement dated as of March 2, 2020 (the “**Asset Purchase Agreement**”) pursuant to which the Assignee agrees to purchase the Company’s right, title, and interest in and to all of the undertaking, property, and assets of the Company, of whatever nature or kind (the “**Purchased Assets**”), including the trademark applications and registrations listed in Schedule A (the “**Intellectual Property**”).
- 4) The Asset Purchase Agreement was approved by the Court pursuant to an Approval and Vesting Order dated March 10, 2020 (the “**Order**”).
- 5) Pursuant to the Order and the Asset Purchase Agreement, the Assignor and the Assignee entered into a Confirmatory Bill of Sale dated March 13, 2020 pursuant to which the Assignor confirmed the assignment to the Assignee of all of the Assignor’s right, title, and interest in and to the Purchased Assets.
- 6) The Assignor and the Assignee wish to confirm the conveyance, sale, assignment, and transfer of the Intellectual Property on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the mutual representations, warranties, covenants, acknowledgements and agreements contained in the Asset Purchase Agreement and for other good and valuable consideration set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Confirmation of Sale, Transfer, Assignment, Delivery and Conveyance.** The Assignor hereby confirms that it has absolutely, unconditionally, and irrevocably conveyed, sold, assigned, and transferred to the Assignee, and the Assignee has purchased, acquired, and accepted from the Assignor, all of the Assignor’s right, title and interest, including all intellectual property rights, in, to and under the Intellectual Property, together with all rights of action and defenses accrued, accruing and to accrue in respect of the Intellectual Property, including, without limitation, the right to sue or

otherwise recover for past infringement and to receive all damages, payments, costs and fees associated therewith and to fully and entirely stand in the place of the Company in all matters related to all of the foregoing.

2. **Counterparts and Delivery.** This Agreement may be executed in two or more counterparts, each of which shall be deemed to constitute an original, but all of which together shall constitute one and the same document. Transmission of an executed signature page by facsimile, email, or other electronic means is as effective as a manually executed counterpart of this Agreement.

3. **Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

4. **Further Assurances.** The Assignor agrees to: (i) cooperate with the Assignee in taking any action that the Assignee reasonably requests to perfect or enforce the Assignee's rights hereunder; and (ii) execute, when requested, any other documents reasonably requested by Assignee in connection therewith, provided that, in all instances, the Assignee will bear the Assignor's reasonable costs of doing so.


5. **Entire Agreement.** This Agreement, together with the applicable provisions of the Asset Purchase Agreement, sets forth the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings among the parties hereto with respect to the subject matter hereof (with no concession being made as to the existence of any such agreements and understandings). In the event that any of the terms of this Assignment conflict with the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

6. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute or proceeding in connection with this Agreement shall be subject to the non-exclusive jurisdiction of the courts in the Province of Ontario.

[Signature page follows]

IN WITNESS WHEREOF, the Assignor and the Assignee have execute this Assignment by their duly authorized representatives as of the Effective Date.

**DELOITTE RESTRUCTURING INC.,  
solely in its capacity as receiver and manager  
of property, assets and undertaking of  
EVERGREEN CONSUMER BRANDS INC.**

Per:   
Name: HARTLEY/BRICKS  
Title: SENIOR VICE PRESIDENT

**LEC CUSTOM PRODUCTS, INC.**

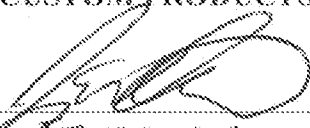
Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the Assignor and the Assignee have execute this Assignment by their duly authorized representatives as of the Effective Date.

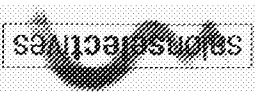

DELOITTE RESTRUCTURING INC.,  
solely in its capacity as receiver and manager  
of property, assets and undertaking of  
EVERGREEN CONSUMER BRANDS INC.

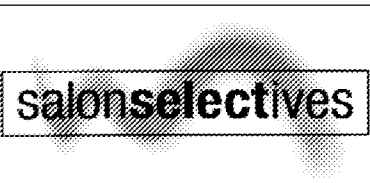



Per: \_\_\_\_\_  
Name:  
Title:

LEC CUSTOM PRODUCTS, INC.

Per:  \_\_\_\_\_  
Name: *Jeromy W. Lina*  
Title: *PRESIDENT.*

**SCHEDULE A**  
**CANADIAN TRADEMARK REGISTRATIONS**



Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
1. SILKIENCE	App 1372181 App 15-NOV-2007	Reg TMA766624 Reg 12-MAY-2010	Evergreen Consumer Brands Inc.
SALONSELECTIVES & Design	App 1130229 App 01-FEB-2002	Reg TMA578672 Reg 01-APR-2003	Evergreen Consumer Brands Inc.
2. 			
3. SALONSELECTIVES	App 1112180 App 08-AUG-2001	Reg TMA578615 Reg 31-MAR-2003	Evergreen Consumer Brands Inc.
SALONSELECTIVES GET IN SHAPE/POUR LA FORME & design	App 1069956 App 04-AUG-2000	Reg TMA588293 Reg 27-AUG-2003	Evergreen Consumer Brands Inc.
4.  get in shape pour la forme			
5. SALONSELECTIVES & Design	App 1069957	Reg TMA588169	Evergreen Consumer Brands Inc.

Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
	App 04-AUG-2000	Reg 26-AUG-2003	
6. SELECTIONS SALON COLOUR SHIELD & Design 	App 1032987 App 19-OCT-1999	Reg TMA566085 Reg 20-AUG-2002	Evergreen Consumer Brands Inc.
7. SALON SELECTIVES COLOUR SHIELD & Design 	App 1032988 App 19-OCT-1999	Reg TMA566210 Reg 22-AUG-2002	Evergreen Consumer Brands Inc.
8. DEFENSE QUOTIDIENNE	App 855769 App 11-SEP-1997	Reg TMA537575 Reg 23-NOV-2000	Evergreen Consumer Brands Inc.
9. DAILY DEFENSE & DESIGN 	App 853667 App 14-AUG-1997	Reg TMA537576 Reg 23-NOV-2000	Evergreen Consumer Brands Inc.
10. DAILY DEFENSE	App 842508	Reg TMA537647	Evergreen Consumer Brands Inc.

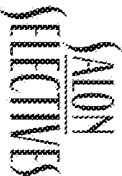


Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
	App 17-APR-1997	Reg 23-NOV-2000	
11. SELECTIONS SALON	App 746801 App 02-FEB-1994	Reg TMA442564 Reg 05-MAY-1995	Evergreen Consumer Brands Inc.
12. SALON SELECTIVES	App 745073 App 12-JAN-1994	Reg TMA470868 Reg 12-FEB-1997	Evergreen Consumer Brands Inc.
13. SALON SELECTIVES	App 570907 App 14-OCT-1986	Reg TMA355863 Reg 19-MAY-1989	Evergreen Consumer Brands Inc.
14. SELECTIONS SALON	App 570908 App 14-OCT-1986	Reg TMA356464 Reg 26-MAY-1989	Evergreen Consumer Brands Inc.
15. LAVORIS	App 330077 App 12-FEB-1970	Reg TMA175438 Reg 08-APR-1971	Evergreen Consumer Brands Inc.

# CANADIAN TRADEMARK APPLICATIONS

Trademark	Application Number & Application Date	Owner
1. DAILY DEFENSE	App 1957146 App 12-APR-2019	Evergreen Consumer Brands Inc.
2. DAILY DEFENSE & Design 	App 1957148 App 12-APR-2019	Evergreen Consumer Brands Inc.
3. INSPIRE FROM THE MAKERS OF SILKIENCE & Design 	App 1955571 App 04-APR-2019	Evergreen Consumer Brands Inc.
4. ROSE MILK	App 1942311 App 23-JAN-2019	Evergreen Consumer Brands Inc.
5. SALON SELECTIVES	App 1941613 App 18-JAN-2019	Evergreen Consumer Brands Inc.
6. HELENE CURTIS	App 1915001 App 15-AUG-2018	Evergreen Consumer Brands Inc.

# UNITED STATES TRADEMARK REGISTRATIONS

Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
1. SALON SELECTIVES 	App 88271391 App 22-JAN-2019	Reg 5833615 Reg 13-AUG-2019	Evergreen Consumer Brands, Inc.
2. CREMAY  CRĒMÄY	App 88160058 App 18-OCT-2018	Reg 5762870 Reg 28-MAY-2019	Evergreen Consumer Brands, Inc.
3. ZANTRATE  ZANTRATE	App 88020538 App 29-JUN-2018	Reg 5649290 Reg 08-JAN-2019	Evergreen Consumer Brands, Inc.
4. FRESHOLOGY	App 87979156 App 24-JAN-2018	Reg 5651698 Reg 08-JAN-2019	Evergreen Consumer Brands, Inc.
5. TAME  TAME	App 87764876 App 22-JAN-2018	Reg 5631011 Reg 18-DEC-2018	Evergreen Consumer Brands, Inc.
6. SPA HAUS  SPA HAÜS	App 87666389 App 31-OCT-2017	Reg 5635936 Reg 25-DEC-2018	Evergreen Consumer Brands, Inc.

	Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
7.	LAVORIS <b>LAVORIS</b>	App 87666684 App 31-OCT-2017	Reg 5491408 Reg 12-JUN-2018	Evergreen Consumer Brands, Inc.
8.	SILKIENCE	App 87332076 App 10-FEB-2017	Reg 5531139 Reg 31-JUL-2018	Evergreen Consumer Brands, Inc.
9.	SAFE FOR PEOPLE, PETS & THE PLANET  SAFE FOR PEOPLE, PETS & THE PLANET	App 85449394 App 17-OCT-2011	Reg 4243781 Reg 13-NOV-2012	Evergreen Consumer Brands, Inc.
10.	EARTHSCENTS <b>EarthScents</b>	App 85216866 App 13-JAN-2011	Reg 4018755 Reg 30-AUG-2011	Evergreen Consumer Brands, Inc.
11.	LIKE YOU JUST STEPPED OUT OF A SALON  LIKE YOU JUST STEPPED OUT OF A SALON	App 77078127 App 08-JAN-2007	Reg 3531607 Reg 11-NOV-2008	Evergreen Consumer Brands Inc.
12.	DAILY DEFENSE	App 75143709 App 01-AUG-1996	Reg 2226528 Reg 23-FEB-1999	Evergreen Consumer Brands Inc.
13.	LAVORIS	App 74385371 App 03-MAY-1993	Reg 1867406 Reg 13-DEC-1994	Evergreen Consumer Brands, Inc.,
14.	SALON SELECTIVES	App 73695670	Reg 1523097	Evergreen Consumer Brands Inc.

Trademark	Application Number & Application Date	Registration No. & Registration Date	Owner
	App 16-NOV-1987	Reg 07-FEB-1989	
15. SALON SELECTIVES	App 73641581 App 28-JAN-1987	Reg 1479244 Reg 08-MAR-1988	Evergreen Consumer Brands, Inc.
16. SALON SELECTIVES	App 73607222 App 30-JUN-1986	Reg 1479236 Reg 08-MAR-1988	Evergreen Consumer Brands, Inc.
17. LAVORIS	App 72294660 App 01-APR-1968	Reg 0882399 Reg 16-DEC-1969	Evergreen Consumer Brands, Inc.
18. LAVORIS	App 71014378 App 06-NOV-1905	Reg 0053922 Reg 12-JUN-1906	Evergreen Consumer Brands, Inc.

**LAVORIS**

# UNITED STATES TRADEMARK APPLICATIONS

Trademark	Application Number & Application Date	Owner
1. ROSE MILK	App 88480415 App 19-JUN-2019	Evergreen Consumer Brands Inc.
2. INSPIRE SILK SCIENCE	App 88399594 App 24-APR-2019	Evergreen Consumer Brands Inc.
3. SALON SELECTIVES	App 88267469 App 18-JAN-2019	Evergreen Consumer Brands, Inc.
4. HELENE CURTIS	App 88079279 App 15-AUG-2018	Evergreen Consumer Brands, Inc.
5. SAFE FOR PEOPLE, PETS AND THE PLANET	App 87935200 App 24-MAY-2018	Evergreen Consumer Brands, Inc.
6. DAILY DEFENSE	App 87933739 App 23-MAY-2018	Evergreen Consumer Brands, Inc.

	Trademark	Application Number & Application Date	Owner
7.	FRESHOLOGY  FRESHOLOGY	App 87767824 App 24-JAN-2018	Evergreen Consumer Brands, Inc.
8.	SILKIENCE REDLINE  SILKIENCE REDLINE	App 87764871 App 22-JAN-2018	Evergreen Consumer Brands, Inc.
9.	INSPIRE  INSPIRE	App 87764883 App 22-JAN-2018	Evergreen Consumer Brands, Inc.
10.	SILKIENCE  SILKIENCE	App 87347088 App 23-FEB-2017	Evergreen Consumer Brands, Inc.

### EUROPEAN TRADEMARK REGISTRATIONS

	Trademark	Trademark Number	Filing Date	Registration Date	Owner
1.	DAILY DEFENSE	010399608	08/11/2011	20/03/2012	Evergreen Consumer Brands, Inc.
2.	DAILY DEFENSE NATURALS	010442408	24/11/2011	09/05/2012	Evergreen Consumer Brands, Inc.
3.	DAILY DEFENSE NATURALS	010442507	24/11/2011	11/04/2012	Evergreen Consumer Brands, Inc.
4.	SILKIENCE	017918064	14/06/2018	13/10/2018	Evergreen Consumer Brands, Inc.
5.	HELENE CURTIS	017944747	16/08/2018	16/02/2019	Evergreen Consumer Brands, Inc.
6.	LAVORIS	017964797	03/10/2018	06/09/2019	Evergreen Consumer Brands, Inc.
7.	SPA HAÛS	017964801	03/10/2018	14/02/2019	Evergreen Consumer Brands, Inc.
8.	ROSE MILK	018015483	28/01/2019	13/06/2019	Evergreen Consumer Brands, Inc.



**AUSTRALIAN TRADEMARK REGISTRATION**

	Trademark	Trademark Number	Filing Date	Entered on Register	Owner
1.	DAILY DEFENSE	1612658	20 Mar 2014	05 Nov 2014	Evergreen Consumer Brands, Inc.