

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM597486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
G. MCALLISTER TRANSIT LTD.		05/15/2018	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	LIFT CO. LTD.		
Street Address:	37 Bulwer Street		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5T 1A1		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5135779	LIFT & CO.	
CORRESPONDENCE DATA			
Fax Number:	4169073317		
<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:	14164870099		
Email:	office@bholeiplaw.com		
Correspondent Name:	Bhole IP Law		
Address Line 1:	130 Queens Quay E		
Address Line 2:	Suite 1214		
Address Line 4:	Toronto, CANADA M5A 0P6		
ATTORNEY DOCKET NUMBER:	230-010		
NAME OF SUBMITTER:	Marc Lampert		
SIGNATURE:	/MARC LAMPERT/		
DATE SIGNED:	09/14/2020		
Total Attachments: 12			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS CONVEYANCE made the 15 day of May, 2018 (the "**Effective Date**").

B E T W E E N :

G. MCALLISTER TRANSIT LTD.
a corporation formed pursuant
to the laws of Ontario, Canada
(hereinafter "**Vendor**")

OF THE FIRST PART

- and -

LIFT CO. LTD.
a corporation formed pursuant
to the laws of the Ontario, Canada
(hereinafter "**Purchaser**")

OF THE SECOND PART

WHEREAS, Vendor entered into an Intellectual Property Assignment Agreement with Lift & Company Athletics, LLC dated May 15, 2018 (the "**Prior Agreement**") pursuant to which it acquired all right, title and interest in and to the following intellectual property assets: (1) the domain name <liftandco.com> (the "**Domain Name**"), (2) United States trademark registration number 5135779 for the trademark "LIFT & CO" and all common law or unregistered rights in said trademark throughout the world (the "**Mark**"), and (3) the usernames "liftandco", "lift&co" and "Lift & Co." (the "**Usernames**"), in relation to Facebook, YouTube and Instagram (collectively the "**Social Media Platforms**") and the rights to any accounts designated by such Usernames on the Social Media Platforms (collectively the "**Transferred Intellectual Property**").

AND WHEREAS, Vendor now wishes to sell to Purchaser and Purchaser has agreed to purchase from Vendor all of Vendor's rights, title and interest in the Transferred Intellectual Property in accordance with the terms and conditions set forth in this Intellectual Property Assignment Agreement (the "**Agreement**").

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements set forth herein, the parties hereto agree as follows:

1. Assignment. Vendor hereby sells, transfers, conveys, assigns and delivers to Purchaser all of Vendor's right, title and interest in and to the Transferred Intellectual Property throughout the world. Without limiting the foregoing, Vendor assigns its entire right, title and interest in and to the Mark, together with the common law rights and goodwill of the business associated therewith, and all causes of action, either in law or in equity, for past, present or future infringement based upon or relating to the Mark, the same to be held and enjoyed by the Purchaser, its successors and assigns, as fully and completely as by the Vendor had this assignment not been made.

2. Acceptance. Purchaser does hereby irrevocably accept such sale, transfer, conveyance, assignment and delivery of all of Vendor's right, title and interest in and to the Transferred Intellectual Property.
3. Effective Date. The assignment of the Transferred Intellectual Property by Vendor and the acceptance of such assignment by Purchaser, all pursuant to this Agreement, shall be effective as of the Effective Date.
4. Consideration. In consideration for the assignment of the Transferred Intellectual Property, Purchaser shall pay to Vendor the purchase price of \$6,520 Canadian Dollars ("**Purchase Price**").
5. Payment of the Purchase Price. The Purchase Price shall be delivered by the Purchaser to the Vendor on receipt of a copy of this Agreement fully executed by the Vendor.
6. Further Assurances. The Vendor agrees to execute and deliver to Purchaser all further documents and to take all further actions as may be necessary to give effect to the assignment of rights reflected herein, including but not limited to, delivering to the Purchaser an executed trademark assignment in the form attached as **Schedule A** and taking the actions set out in Section 7 hereof.
7. Transfer. On the first business day after the Effective Date, the Vendor shall initiate the transfer of the Transferred Intellectual Property, other than the Mark, to the Purchaser as follows:
 - (a) Domain Name: To the extent necessary to give Purchaser ownership and control over the Domain Name, Vendor shall provide Purchaser with the authorization codes to enable Purchaser or its designee to initiate transfer of ownership and control of the Domain Name to Purchaser or its designee. Vendor shall subsequently accept and confirm the transfer of ownership and control of the Domain Name to Purchaser within 24 hours of receipt of a notice from the applicable domain name registrar requesting such confirmation.
 - (b) Facebook: Vendor shall grant Purchaser full administrative access to and control over the Facebook page operated by Vendor with the username "liftandco" and identifiable at <https://www.facebook.com/liftandco/>.
 - (c) Instagram: To the extent necessary to give Purchaser ownership and control over the Instagram account, Vendor shall provide Purchaser with the log-in credentials (username and password) required to access and assume control over the Instagram account for the username "liftandco", identifiable at <https://www.instagram.com/liftandco/>.
8. Use of Transferred Intellectual Property. Vendor acknowledges and agrees that as of the Effective Date:
 - (a) as between the parties, Purchaser shall be the sole party entitled to use the Mark and to use the Usernames on the Social Media Platforms, and to publish and distribute content under those Usernames, throughout the world;
 - (b) Vendor shall not use or seek to register the Usernames or the Mark in any manner or in association with any goods, services or business, including on any social media platforms or websites, in any territory worldwide after the Effective Date;

- (c) Purchaser may delete all content in the accounts associated with the Usernames on the Social Media Platforms, without any further approval or consent from Vendor, including but not limited to, all photos, videos, and text; and
 - (d) Purchaser may sell, assign, license, or otherwise transfer the Transferred Intellectual Property to any arm's length or non-arm's length party in Purchaser's sole discretion.
9. Representations of the Vendor. Vendor represents and warrants to Purchaser as follows, acknowledging that Purchaser is relying on these representations and warranties.
- (a) No Breach. The execution, delivery, and performance of its obligations under this Agreement do not and will not breach any agreement relating to the Transferred Intellectual Property to which it is a party or by which it is bound.
 - (b) Ownership. It is the sole owner of the Transferred Intellectual Property.
 - (c) Right to Sell. It has the right to sell, assign and transfer the Transferred Intellectual Property to Purchaser.
 - (d) No Infringement of third parties' rights. To Vendor's knowledge, use of the Transferred Intellectual Property by Vendor does not infringe upon the intellectual property, contractual, or other proprietary or personal rights of any person in the United States of America, Canada and worldwide.
 - (e) Existence. It is a corporation incorporated and existing under the laws of the jurisdiction of its incorporation.
 - (f) Power, capacity and Authorization. It has the power and capacity to execute, deliver, and perform its obligations under this Agreement.
10. Conditions to Obligations of the Purchaser. The obligations of the Purchaser to consummate the transactions contemplated by this Agreement shall be subject to the acquisition by the Vendor of all right, title and interest in the Transferred Intellectual Property pursuant to the terms of the Prior Agreement.
11. Limitation of Liability. Purchaser makes no representations and disclaims, to the fullest extent possible under applicable law, any and all liability to Vendor in relation to or arising from the use of the Transferred Intellectual Property by Purchaser or by Purchaser's affiliates, principals, successors, assigns or designees after the Effective Date anywhere in the world in any manner whatsoever, including in association with any business, product, service or cause.
12. Amendment, Modification and Waiver. This Agreement may be amended, modified or supplemented at any time only by written agreement of the parties hereto. Any failure by Purchaser, on the one hand, or Vendor, on the other hand, to comply with any term or provision of this Agreement may be waived by Vendor or Purchaser, respectively, at any time by an instrument in writing signed by or on behalf of Purchaser or Vendor, but such waiver or failure to insist upon strict compliance with such term or provision shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure to comply.

13. Indemnification. Vendor shall defend, indemnify and hold harmless Purchaser, its affiliates and their respective shareholders, directors, officers and employees from and against all claims, judgments, damages, liabilities, settlements, losses, costs and expenses, including legal fees, disbursements and charges, arising from or relating to:
- (a) any inaccuracy in or breach of any of the representations or warranties of Vendor contained in this Agreement or any document to be delivered hereunder; or
 - (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Vendor under this Agreement or any document to be delivered hereunder.

14. Notices. All notices, requests, demands, waivers and other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, by mail (certified or registered mail, return receipt requested), by reputable overnight courier (providing proof of delivery) or by electronic mail or other form of electronic transmission (receipt of which is confirmed):

- (a) If to the Vendor, to:

G. McAllister Transit Ltd.
#957 Road 96, P.O. Box 138,
Wolfe Island, Ontario
Canada K0H 2Y0

Attention: George McAllister
Email: g.mcallister.g@gmail.com

- (b) If to the Purchaser, to:

Lift Co. Ltd.
37 Bulwer Street,
Toronto, Ontario,
Canada M5T 1A1

Attention: Mariana Fonar
Email: mfonar@lift.co

or to such other person or address as any party hereto shall specify by notice in writing, given in accordance with this Section 14, to the other parties hereto. All such notices, requests, demands, waivers and communications shall be deemed to have been given on the date on which so hand-delivered, on the third business day following the date on which so mailed, on the next business day following the date on which delivered to such overnight courier and on the date of such electronic mail or other form of electronic transmission, except for a notice of change of person or address, which shall be effective only upon receipt thereof.

15. Governing Law. This Intellectual Property Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and this Agreement shall be treated, in all respects, as an Ontario contract.
16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
17. Time of Essence. Time shall be of the essence of this Agreement in all respects.
18. Entire Agreement. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.
19. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
20. Interpretation. The section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties hereto and shall not in any way affect the meaning or interpretation of this Agreement. As used in this Agreement, the term "person" shall mean and include an individual, a partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and a government or any department or agency thereof and the term "including" shall mean "including without limitation".
21. Binding Effect, Assignment. This Agreement may not be assigned by Vendor. This Agreement and the Transferred Intellectual Property may be freely assigned by Purchaser. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, principals, successors and assigns.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first set forth above.

G. MCALLISTER TRANSIT LTD.

DocuSigned by:
George McAllister
By: _____
Name: George McAllister
Title: owner

LIFT CO. LTD.

By: *Matei Olaru*
Name: Matei Olaru
Title: CEO

SCHEDULE A

TRADEMARK ASSIGNMENT

The undersigned, **G. MCALLISTER TRANSIT LTD.** (the "**Assignor**"), the full post office address of whose principal office or place of business is #957 Road 96, P.O. Box 138, Wolfe Island, Ontario, Canada K0H 2Y0, confirms that, pursuant to an Intellectual Property Assignment Agreement dated May 15, 2018 and for good and valuable consideration specified therein, the receipt and sufficiency of which is hereby acknowledged, the Assignor did sell, assign and transfer and does hereby sell, assign and transfer to **LIFT CO. LTD.** (the "**Assignee**"), the full post office address of whose principal office or place of business is 37 Bulwer Street, Toronto, Ontario, Canada M5T 1A1, its entire right, title and interest in and to the trademark and trademark registration identified in Schedule "A" hereto (the "**Mark**"), together with the common law rights and goodwill of the business associated therewith and symbolized thereby, and all causes of action, either in law or in equity, for past, present or future infringement, dilution or unfair competition based upon or relating to the Mark, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had the assignment not been made.

The Assignor agrees to execute and deliver to the Assignee all further documents as may be necessary to give effect to the assignment of rights reflected herein.

This Assignment may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Assignment Agreement.

IN WITNESS WHEREOF the parties have executed this Assignment the 15 day of May, 2018.

G. MCALLISTER TRANSIT LTD.

DocuSigned by:
By: George McAllister
Name: George McAllister
Title: owner

LIFT CO. LTD.

By: Matei Olaru
Name: Matei Olaru
Title: CEO

SCHEDULE "A"
TO TRADEMARK ASSIGNMENT

No.	Trademark	Application No.	Registration No.
1.	LIFT & CO	86934039	5135779

TRADEMARK ASSIGNMENT

The undersigned, **G. MCALLISTER TRANSIT LTD.** (the “**Assignor**”), the full post office address of whose principal office or place of business is #957 Road 96, P.O. Box 138, Wolfe Island, Ontario, Canada K0H 2Y0, confirms that, pursuant to an Intellectual Property Assignment Agreement dated May 15, 2018 and for good and valuable consideration specified therein, the receipt and sufficiency of which is hereby acknowledged, the Assignor did sell, assign and transfer and does hereby sell, assign and transfer to **LIFT CO. LTD.** (the “**Assignee**”), the full post office address of whose principal office or place of business is 37 Bulwer Street, Toronto, Ontario, Canada M5T 1A1, its entire right, title and interest in and to the trademark and trademark registration identified in Schedule “A” hereto (the “**Mark**”), together with the common law rights and goodwill of the business associated therewith and symbolized thereby, and all causes of action, either in law or in equity, for past, present or future infringement, dilution or unfair competition based upon or relating to the Mark, the same to be held and enjoyed by the Assignee, its successors and assigns, as fully and completely as by the Assignor had the assignment not been made.

The Assignor agrees to execute and deliver to the Assignee all further documents as may be necessary to give effect to the assignment of rights reflected herein.

This Assignment may be signed in any number of counterparts, each of which is an original, and all of which taken together constitute one single document. Counterparts may be transmitted by fax or in electronically scanned form. Parties transmitting by fax or electronically shall also deliver the original counterpart to each other party, but failure to do so does not invalidate this Assignment Agreement.

IN WITNESS WHEREOF the parties have executed this Assignment the 15 day of May, 2018.

G. MCALLISTER TRANSIT LTD.

DocuSigned by:
By: George McAllister
1A8A08539E974D9
Name: George McAllister
Title: Owner

LIFT CO. LTD.

By: Matei Olaru
Name: Matei Olaru
Title: CEO

SCHEDULE "A"
TO TRADEMARK ASSIGNMENT

No.	Trademark	Application No.	Registration No.
1.	LIFT & CO	86934039	5135779