

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604647

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRAXIMAGE GENERAL PARTNERSHIP		10/20/2020	Partnership:
RECEIVING PARTY DATA			
Name:	JUBILANT DRAXIMAGE INC.		
Street Address:	16751 Trans-Canada Highway		
City:	Kirkland, Quebec		
State/Country:	CANADA		
Postal Code:	H944J4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3909642	DRAXIMAGE SMART-FILL	
CORRESPONDENCE DATA			
Fax Number:	6046225656		
<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>			
Email:	mkendall@mccarthy.ca		
Correspondent Name:	Vincent Yip, McCarthy Tetrault LLP		
Address Line 1:	745 Thurlow Street		
Address Line 2:	Suite 2400		
Address Line 4:	Vancouver, CANADA V6E0C5		
NAME OF SUBMITTER:	Vincent Kam Sun Yip		
SIGNATURE:	/VincentKamSunYip/		
DATE SIGNED:	10/23/2020		
Total Attachments: 2			
source=Jubilant DraxImage_DraxImage Smart Fill Trademark Assignment_2020OC20-signed#page1.tif			
source=Jubilant DraxImage_DraxImage Smart Fill Trademark Assignment_2020OC20-signed#page2.tif			

CH \$40.00 3909642

TRADEMARK ASSIGNMENT AGREEMENT

This Assignment Agreement (the “**Agreement**”) is made effective on October 20th, 2020 (the “**Effective Date**”),

BETWEEN: **DRAXIMAGE GENERAL PARTNERSHIP**, having its registered office at 16751 Trans-Canada Highway, Kirkland QC, H9H 4J4, Canada

(the “**Assignor**”)

AND: **JUBILANT DRAXIMAGE INC.**, having its registered office at 16751 Trans-Canada Highway, Kirkland QC, H9H 4J4, Canada

(the “**Assignee**”)

WHEREAS, Assignor is the owner of the trademark DRAXIMAGE SMART-FILL in the United States and worldwide (the “**Trademark**”) with a US Trademark Registration No. 3909642, a European Trademark Registration No. 005620901 and a Chinese Trademark Registration No. 12286216 (the “**Registrations**”); and

WHEREAS, Assignee desires to acquire all of the Assignor’s rights, title and interest in the Trademark, including without limitation all of the Assignor’s rights, title and interest in the Registrations; and Assignor desires to transfer all of its rights, title and interest in the Trademark, including without limitation all of its rights, title and interest in the Registrations;

THEREFORE, the parties agree to the following:

1. For good and valid consideration, of which the Assignor acknowledges receipt and for which release and discharge is hereby given, the Assignor assigns, transfers and conveys its rights, title, benefits and interest in and to the Trademark, including, but not limited to, (i) the Registrations, any other registration and application for the registration of the Trademark; (ii) all the goodwill associated with the Trademark; and (iii) all causes of action, rights of recovery and claims for damages or other relief relating, referring or pertaining to the Trademark and the Registrations, along with all income, royalties, damages or payments due or payable at or prior to the date hereof including claims for past or future infringement or misappropriation of the Trademark and the Registrations to the Assignee, who accepts such assignment, transfer and conveyance.
2. This Assignment will be governed by the laws of the Province of Québec, Canada, and the federal laws of Canada applicable therein, and the courts of the Province of Québec will have the non-exclusive jurisdiction with respect to any matter arising out of or in respect of this Agreement.
3. This Agreement may be signed in counterparts, which together shall constitute one agreement. If this Agreement is signed in counterparts, no party shall be bound until both parties have duly executed, or caused to be duly executed, a counterpart of this Agreement. Either party may deliver this Agreement to the other by electronic transmission.
4. This Agreement has been drafted in English at the express request of the parties hereof. *Cette convention a été rédigée en anglais à la demande expresse des parties.*

IN WITNESS WHEREOF the Assignor and the Assignee have executed this Agreement having effect as of the Effective Date.

DRAXIMAGE GENERAL PARTNERSHIP,
by its managing partner Jubilant DraxImage Inc.

By: _____
Name: Sergio Calvo
Title: President
Date: October 20, 2020



JUBILANT DRAXIMAGE INC.

By: _____
Name: Sergio Calvo
Title: President
Date: October 20, 2020