

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM611151

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hang-In-Out LLP		11/25/2020	Limited Liability Partnership: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Vivere Cacoon Inc.		
Street Address:	5067 Whitelaw Road		
City:	Guelph, Ontario		
State/Country:	CANADA		
Postal Code:	N1H 6J4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5394100	CACOON	
CORRESPONDENCE DATA			
Fax Number:	6462187665		
<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:	6462187605		
Email:	nfriedma@hodgsonruss.com		
Correspondent Name:	Neil B Friedman		
Address Line 1:	605 3rd Avenue, Suite 2300		
Address Line 4:	New York, NEW YORK 10158		
ATTORNEY DOCKET NUMBER:	079715.00039		
DOMESTIC REPRESENTATIVE			
Name:	Neil B Friedman		
Address Line 1:	605 3rd Avenue, Suite 2300		
Address Line 4:	New York, NEW YORK 10158		
NAME OF SUBMITTER:	Neil B Friedman		
SIGNATURE:	/Neil B Friedman/		
DATE SIGNED:	11/27/2020		

OP \$40.00 5394100

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

This ASSIGNMENT OF TRADEMARKS (this "*Assignment*"), is made effective as of November 25, 2020, by **Hang-In-Out LLP**, a United Kingdom limited liability partnership having an address at 1 Waltacre, Yealmpton, Plymouth, PL8 2LY, United Kingdom ("*Assignor*"), to **Vivere Cacaoon Inc.**, a corporation incorporated pursuant to the laws of the Province of Ontario, Canada ("*Assignee*"), (and collectively with the Assignor, the "*Parties*").

WHEREAS, Assignor desires to transfer and assign to Assignee all of Assignor's right, title and interest in and to the following: (i) all of Assignor's trademarks, service marks, trade marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each listed on Exhibit A, (ii) licenses, fees or royalties with respect to each listed on Exhibit A, the use thereof and symbolized thereby (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A (collectively, the "*Trademark Rights*").

WHEREAS, Assignee has requested that Assignor execute an assignment suitable for recording that Assignee is the successor-in interest of the entire right, title and interest in and to the Trademark Rights and that Assignor has no further interest therein;

WHEREAS, Assignee desires to acquire the entire right, title and interest in and to the Trademark Rights;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. Assignor hereby assigns and transfers to Assignee, all of Assignor's right, title, and interest in the Trademark Rights and associated goodwill. All rights and privileges associated with the Trademark Rights, including the right to sue for and recover all damages from any past or future infringements or other violations of the Trademark Rights, will be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

2. The parties hereto agree that, at any time and from time to time upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this agreement.

3. This Assignment may be executed in multiple counterparts either by original or electronic signature, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. The Parties authorize one another to detach and combine original or electronic signature pages and consolidate them into a single identical instrument, and any one of such completely executed counterparts will be sufficient proof of this Assignment. Any photographic, photocopy, or similar reproduction copy of this Assignment, or any PDF file of this Assignment, or any copy of this Assignment sent by facsimile transmission, in each case with all signatures reproduced on one or more sets of signature pages, will be considered for all purposes as if it were a manually-executed counterpart of this Assignment.

4. This Assignment shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

N.J. [Signature]
[Signature]

5. The term "including" and its variants do not imply any limitation.

IN WITNESS WHEREOF, Assignor has executed this Assignment of Trademarks effective on the date first written above.

AS ITWERS:



David Whitfield
Willow House
Waltacre
Yealmpton
PL8 2LY

HANG-IN-OUT LLP, by its members



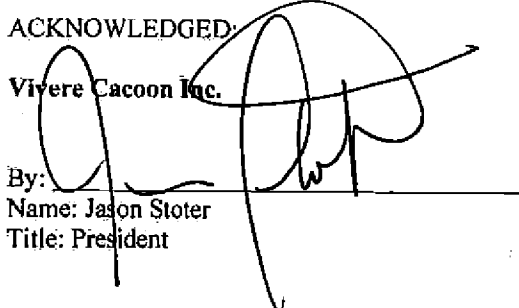
Name: N McDonald



Name: S McDonald

ACKNOWLEDGED:

Vivere Cocoon Inc.



By:
Name: Jason Stoter
Title: President

EXHIBIT A

Territory	Owner	App No.	Reg No.	Mark	Classes
US	Hang-In-Out LLP	87219435	5394100	CACCOON	20, 22
CANADA	Hang-In-Out LLP	1807891	TMA1009124	CACCOON	20

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N.S. MURPHY


TRADEMARK

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RECORDED: 11/27/2020