

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617332

<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>
MEGACOMFORT INC.		11/15/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MEGACOMFORT INTERNATIONAL INC.		
<b>Street Address:</b>	1600 Steeles Avenue West		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Concord, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4K4M2		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	88786139	ENERGYSOLES	
<b>Registration Number:</b>	5746060	MEGASTEPS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3123451778		
<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>			
<b>Phone:</b>	3123451718		
<b>Email:</b>	USDocket@lewisbrisbois.com		
<b>Correspondent Name:</b>	Jill Anderfuren, Lewis Brisbois		
<b>Address Line 1:</b>	550 West Adams Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Jill Anderfuren		
<b>Address Line 1:</b>	550 West Adams Street		
<b>Address Line 2:</b>	Suite 300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Jill Anderfuren		

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<b>SIGNATURE:</b>	/ja/
<b>DATE SIGNED:</b>	12/29/2020
<b>Total Attachments: 3</b> source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement") is made effective as of November 15, 2020, 2020 (the "Effective Date") by MEGACOMFORT INC., a corporation incorporated pursuant to the laws of the State of Delaware, with its registered address at Suite F, 14351 Myford Road, Tustin, California, 92780, U.S.A., ("Assignor"), in favor of MEGACOMFORT INTERNATIONAL INC., a corporation incorporated pursuant to the laws of Canada with its registered address at 1600 Steeles Avenue West, Suite 400, Concord, Ontario, L4K4M2, Canada ("Assignee").

WHEREAS, Assignor has agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept, all of Assignor's right, title and interest in and to the trademark registration and application listed in Schedule "A" hereto, together with all associated goodwill (the "Assigned Trademarks");

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements contained in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

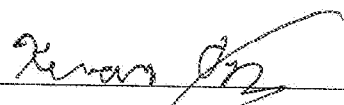
1. Assignor does hereby sell, transfer, convey, assign and deliver unto Assignee all of Assignor's worldwide right, title and interest in and to the Assigned Trademarks, together with all associated goodwill, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Trademarks that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Assigned Trademarks.
2. Assignor hereby authorizes the United States Patent and Trademark Office to transfer and record the assignment of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct.
3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions.
4. The terms and covenants of this Agreement shall inure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment Agreement to be duly executed and delivered by its duly authorized representative as of the Effective Date


MEGACOMFORT INC.

By: 

Name: Kevin Orvitz

Title: President

MEGACOMFORT INTERNATIONAL INC.

By: 

Name: BARBARA ORVITZ

Title: CEO

SCHEDULE "A"

Assigned Trademarks

Country	Trademark	Application / Registration Number
United States of America	ENERGYSOLES	88/786,139
United States of America	MEGASTEPS	5,746,060

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