

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM625446

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Yardistry Limited		01/28/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Yardistry US, LLC		
Street Address:	317 S. Main St. 6th Floor		
City:	Ann Arbor		
State/Country:	MICHIGAN		
Postal Code:	48104		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3395998	BORROWED SPACES	
Registration Number:	3699443	YARDISTRY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	mrussell@kslaw.com		
Correspondent Name:	king & spalding		
Address Line 1:	1180 peachtree street ne		
Address Line 4:	atlanta, GEORGIA 30309		
NAME OF SUBMITTER:	Mark Russell		
SIGNATURE:	/Mark Russell/		
DATE SIGNED:	02/09/2021		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment") is made and entered as of January 28, 2021 (the "Effective Date"), by and between Yardistry Limited, a corporation existing under the laws of Ontario, Canada and Yardistry US, LLC, a Delaware limited liability company. Capitalized terms not otherwise defined herein shall have the same meanings as set forth in that certain SHARE PURCHASE AGREEMENT, dated as of January 28, 2021, to which Yardistry Limited is a party (the "Agreement"). Each of Yardistry Limited and Yardistry US, LLC are referred to herein individually as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, Yardistry Limited desires to convey, assign and transfer to Yardistry US, LLC, and Yardistry US, LLC desires to accept such conveyance, assignment and transfer from Yardistry Limited, all of Yardistry Limited's right, title and interest in, to and under all of the trademarks and service marks listed in Attachment 1 hereto, together with all goodwill of any business associated therewith, and all applications, registrations and renewals in connection therewith (the "Assigned Trademarks").

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, agreements and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Party hereto hereby agrees as follows:

1. **Assignment.** Yardistry Limited hereby irrevocably conveys, transfers and assigns to Yardistry US, LLC, and Yardistry US, LLC hereby accepts, any and all right, title and interest of Yardistry Limited in and to the: (a) the Assigned Trademarks, including all goodwill associated therewith; (b) all income, royalties, profits, and damages related thereto; (c) the right, if any, to register, prosecute, maintain and defend the Assigned Trademarks before any public or private agency or registrar; (d) the right to bring all claims, actions, litigation and proceedings ("collectively, 'Actions'"), defend against Actions, sue for and otherwise recover damages or other compensation for past, present or future infringements, dilutions, misappropriations, or other violations of the Assigned Trademarks, including the right to sue and obtain equitable relief in respect of such infringements, dilutions, misappropriations and other violations; and (e) the right to fully and entirely stand in the place of Yardistry Limited in all matters related thereto (all of the foregoing, collectively, the "Assigned Rights").

2. **Assistance.** Yardistry Limited agrees that at any time and from time to time, without further consideration, it will promptly execute and deliver all further instruments and documents and take all further actions reasonably requested by Yardistry US, LLC (and at Yardistry US, LLC's sole expense) to perfect, protect, secure or more fully evidence Yardistry US, LLC's and its successors or assignees' respective right, title and interest in, to and under the Assigned Rights, or to enable Yardistry US, LLC or such successors or assignees (or any agent or designee of any of the foregoing) to exercise or enforce any of their respective rights hereunder, including reasonable cooperation and assistance in the prosecution or defense of any Action that

may arise in connection with any of the rights assigned hereby and filing or recordation of this Trademark Assignment with any intellectual property office or registrar, or any other forms of assignment to record evidence of the transfer of the Assigned Rights in any jurisdiction anywhere throughout the world.

3. **Entire Agreement.** This Trademark Assignment and the Agreement (including the documents executed pursuant to the Agreement and the schedules and exhibits to the Agreement) contain the entire agreement of the Parties with regard to the subject matter hereof; provided, however, that this provision is not intended to abrogate any other written agreement between the Parties executed with or after this Trademark Assignment.

4. **Governing Law; Jurisdiction; Venue.** This Trademark Assignment shall be governed by and construed and enforced in accordance with the internal Laws of the State of Delaware, without reference to its choice of law rules. Except as otherwise expressly set forth herein, the sole and exclusive forum for any and all actions or proceedings arising out of, or related to or in connection with this Trademark Assignment shall be the federal or state courts located in Wilmington, Delaware, which courts shall have exclusive jurisdiction. Each Party hereby waives, to the fullest extent possible under applicable law, any objection that it may have to the venue of any action or proceeding with respect to this Trademark Assignment in such courts, or that such action or proceeding brought in such courts was brought in an inconvenient court and agrees not to plead or claim the same. EACH PARTY HERETO HEREBY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS TRADEMARK ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

5. **Counterparts.** This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Trademark Assignment or the terms of this Trademark Assignment to produce or account for more than one (1) of such counterparts.

6. **Conflicts Between Agreements.** This Trademark Assignment is made pursuant to the Agreement and is subject to the terms and conditions thereof. If any conflicts exist between this Trademark Assignment and the Agreement, the Agreement shall control.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

YARDISTRY LIMITED

By 

Name: Adam Pachnik

Title: President

YARDISTRY US, LLC

By _____

Name: Thomas van der Meulen

Title: President and Chief Executive Officer

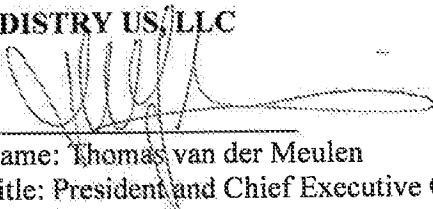
[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, the Parties have caused this Trademark Assignment to be duly executed as of the day and year first above written.

YARDISTRY LIMITED

By _____
Name: Adam Pachnik
Title: President

YARDISTRY US, LLC

By  _____
Name: Thomas van der Meulen
Title: President and Chief Executive Officer

[Signature Page to Trademark Assignment Agreement]

Attachment 1

Assigned Trademarks

Mark	Jurisdiction	Registration Number	Registration Date
BORROWED SPACES	United States	3,395,998	March 11, 2008
YARDISTRY	United States	3,699,443	October 20, 2009