

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM615833

<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>
Electronic Systems Software Solutions Inc.		12/14/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Zone TV Inc.		
<b>Street Address:</b>	1795 Ironside Manor		
<b>Internal Address:</b>	Suite # 4		
<b>City:</b>	Pickering, ONTARIO		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L1W 3W9		
<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>	86826262	ZONETV	
<b>Serial Number:</b>	86826265	ZONE TV	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9738484001		
<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>	9738484150		
<b>Email:</b>	nwtrademarks@klgates.com		
<b>Correspondent Name:</b>	Frank L. Politano		
<b>Address Line 1:</b>	One Newark Center, 10th Floor		
<b>Address Line 2:</b>	One Newark Center, 10th Floor		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102-5285		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Frank L. Politano		
<b>Address Line 1:</b>	One Newark Center, 10th Floor		
<b>Address Line 2:</b>	K&L Gates LLP		
<b>Address Line 4:</b>	Newark, NEW JERSEY 07102-5285		
<b>NAME OF SUBMITTER:</b>	Frank L. Politano		

CH \$65.00 86826262

<b>SIGNATURE:</b>	/Frank L. Politano/
<b>DATE SIGNED:</b>	12/21/2020
<b>Total Attachments: 3</b> source=AssignmentZONE#page1.tif source=AssignmentZONE#page2.tif source=AssignmentZONE#page3.tif	

## ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this "Assignment") is made as of December 14<sup>th</sup>, 2020, by and between **ELECTRONIC SYSTEMS SOFTWARE SOLUTIONS INC.**, an Ontario Corporation, with an address at 1795 Ironstone Manor, Suite #4, Pickering, Ontario, L1W 3W9, Canada, as assignor, ("**Assignor**"), and **ZONE TV INC.**, an Ontario Corporation, with an address at 1795 Ironstone Manor, Suite #4, Pickering, Ontario, L1W 3W9, Canada, as assignee, ("**Assignee**")

**WHEREAS**, Assignor owns all right, title and interest in the world in the Canadian registrations and pending US trademark applications for the trademarks ZoneTV and ZONETV DESIGN as set out on Schedule "A" attached hereto (**Schedule "A"**);

**AND WHEREAS**, Assignor agrees to assign and Assignee agrees to accept the assignment of all of Assignor's right, title and interest in the world, including in Canada and the United States, in and to the trademarks, registrations and applications listed on Schedule "A", in any and all forms, formats, styles and designs, including any logos used in conjunction therewith, however depicted, prior to and/or as of the date of this Assignment (collectively, the "**Assigned Marks**");

**NOW, THEREFORE**, in consideration of the foregoing and other good and valuable consideration, premises and covenants, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Transfer.** Assignor confirms that the facts set out above are accurate and that Assignor hereby sells, assigns, conveys, sets over and transfers to Assignee, all right, title and interest in the world, including in Canada and the United States, in and to the Assigned Marks and to the goodwill attached to such Assigned Marks, the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor, if this Assignment had not been made, together with its rights to apply for and the privilege of applying for, obtaining and maintaining registration of the Assigned Marks and all claims for damage by reason of past infringement of the Assigned Marks, with the right to sue for and collect the same for Assignee's own use and on behalf of its successors, assigns or other legal representatives.

2. **Further Assurances.** At any time on or after the date of this Assignment, Assignor shall execute, acknowledge and deliver, or shall cause to be done, executed, acknowledged and delivered, all such further assignments, conveyances, transfers and assurances and take such actions as reasonably necessary and requested by Assignee to assign, convey and transfer to Assignee possession and use of the Assigned Marks, to comply with all applicable legal requirements to effect such assignments, conveyances and transfers and/or to obtain the full benefit of this Assignment. Assignor further covenants that Assignee will be provided, as reasonably necessary upon Assignee's request, promptly with all pertinent facts, documents and specimens relating to the Assigned Marks.

3. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

5. **Counterparts.** This Agreement may be executed by the parties hereto in any number of counterparts, and/or by facsimile or PDF file, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed this Assignment as of the date first set forth above.

**ELECTRONIC SYSTEMS  
SOFTWARE SOLUTIONS INC.**


By:  \_\_\_\_\_

Name: Douglas J. Edwards

Title: President

I have authority to bind this company

**ZONE TV INC.**

By:  \_\_\_\_\_


Name: Douglas J. Edwards

Title: President



I have authority to bind this company

**SCHEDULE "A"**

**Canada**

1.	ZoneTV	Status: Registered Date of Registration: July 19, 2019 Registration Number: TMA1043135 Owner Name: Electronic Systems Software Solutions Inc. Next Renewal Date: July 19, 2029
2.	ZONETV DESIGN 	Status: Registered Date of Registration: July 19, 2019 Registration Number: TMA1043179 Owner Name: Electronic Systems Software Solutions Inc. Next Renewal Date: July 19, 2029

**United States**

1.	ZoneTV 	Status: Pending, Section 44(D) Intent to Use Date of Application: November 19, 2015 Application Number: 86826262 Owner Name: Electronic Systems Software Solutions Inc.
2.	ZONETV DESIGN 	Status: Pending, Section 44(D) Intent to Use Date of Application: November 19, 2015 Registration Number: 86826265 Owner Name: Electronic Systems Software Solutions Inc.