

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM635457

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLUBERI GROUP INC.		02/06/2017	Corporation:
RECEIVING PARTY DATA			
Name:	BGT III CANADA INC.		
Street Address:	2120 Letendre Street		
Internal Address:	Suite 310		
City:	Drummondville		
State/Country:	CANADA		
Postal Code:	J2C 7E9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4598380	BELLS GONE WILD	
Registration Number:	4645985	CHERRIES ON FIRE	
Registration Number:	4786340	SILVER VAULT	
CORRESPONDENCE DATA			
Fax Number:	4168627661		
<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:	4168627525		
Email:	torpatpros@gowlingwlg.com		
Correspondent Name:	GOWLING WLG (CANADA) LLP		
Address Line 1:	100 King Street West		
Address Line 2:	Suite 1600, 1 First Canadian Place		
Address Line 4:	Toronto, CANADA M5X 1G5		
ATTORNEY DOCKET NUMBER:	T1011176		
NAME OF SUBMITTER:	SELENA KIM		
SIGNATURE:	/SelenaKim/		
DATE SIGNED:	03/30/2021		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

WHEREAS BLUBERI GROUP INC., the full post office address of whose principal office or place of business is 2120 Letendre Street, Suite 310, Drummondville, Québec, J2C 7E9, Canada ("**Assignor**"), may have an interest in the trademarks and corresponding trademark registrations and trademark applications listed in Schedule "A" attached hereto (the "**Trademarks**") and the patents and patent applications listed in Schedule "B" attached hereto (the "**Patents**");

AND WHEREAS BGT III CANADA INC., the full post office address of whose principal office or place of business is 2120 Letendre Street, Suite 310, Drummondville, Québec, J2C 7E9, Canada ("**Assignee**") is desirous of acquiring ownership of all worldwide right, title and interest in and to the Trademarks and Patents;

AND WHEREAS pursuant to an Asset Purchase Agreement dated June 13, 2016 (the "**Purchase Agreement**") executed *inter alia* by Assignor and Assignee, as of the date indicated on the execution page hereof (the "**Effective Date**"), Assignor shall transfer all of its worldwide right, title and interest in and to a number of assets, including the Trademarks and the Patents, to Assignee;

AND WHEREAS for recordation purposes at the various worldwide Intellectual Property Offices, Assignor and Assignee wish to evidence the transfer of ownership in and to the Trademarks and the Patents by way of this Intellectual Property Assignment Agreement ("**Agreement**") to be effective as of the Effective Date;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee confirm their agreement as follows:

1. Assignor confirms that Assignor has sold, assigned and transferred to Assignee all of its worldwide right, title and interest of Assignor in and to the Trademarks, together with the goodwill attaching to the Trademarks, and the right to recover for past infringement of the Trademarks, all of which shall be effective as of the Effective Date.

2. Assignor confirms that Assignor has sold, assigned and transferred to Assignee all of its worldwide right, title and interest of Assignor in and to the Patents and all reissues thereof and re-examination certificates therefore, and the inventions disclosed therein, and the right to recover for past infringement of the Patents, all of which shall be effective as of the Effective Date. And Assignor hereby authorizes and requests the Patent Offices of the countries wherein said patent applications are filed to issue to Assignee, its successors and assigns any and all letters patent which may be granted upon the Patents.

3. The parties confirm and hereby covenant that they will, at the Assignee's cost, execute and do all such further documents or things as may be reasonably required to give effect to this Agreement including the registration of the assignments provided for herein in the various worldwide Intellectual Property Offices.

4. This Agreement is made under and is subject to the terms and conditions of the Purchase Agreement and is not in derogation of any of the rights or obligations which Assignor and Assignee have under the Purchase Agreement. For greater clarity, the transaction contemplated hereby is not subject to any representation, warranty or other term or condition, except as specifically set out in the Purchase Agreement. Without limiting the generality of the foregoing, Assignee hereby acknowledges that any and all conditions, warranties or representations expressed or implied pursuant to the Civil Code of Québec,

or similar legislation, do not apply hereto and have been waived by Assignee. In the event of any conflict or inconsistency between this bill of sale and the Purchase Agreement, the Purchase Agreement will prevail.

5. This Agreement will be governed by and construed in accordance with the laws of the Province of Québec and the federal laws of Canada applicable in that Province. The parties agree that the courts of the District of Montréal, Province of Quebec, Canada, will have exclusive jurisdiction for the adjudication of any and all disputes or controversies arising out of or relating directly or indirectly to this bill of sale, and waive any objections to the assertion or exercise of jurisdiction by such courts, including any objection based on *forum non conveniens*.

6. This Agreement may be amended only by written agreement executed by both parties hereto.

7. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, successors and assigns.

8. The recitals to this Agreement are incorporated by reference herein and deemed to be an integral part of this Agreement.

9. This Agreement may be executed and delivered in any number of counterparts (including by facsimile, email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same instrument.

10. The Parties have requested that this Agreement and all documents contemplated thereby or relating thereto be drawn up in the English language. *Les Parties ont requis que cette convention ainsi que tous les documents qui y sont envisagés ou qui s'y rapportent soient rédigés en langue anglaise.*

EXECUTED at Drummondville, Québec, Canada, this 6th day of February, 2017

WITNESS

Marie Claude Lapierre
Signature:

Name: MARIE-CLAUDE ZAPIERRE

BLUBERI GROUP INC.

Gerald Duhamel
Signature

Name: GÉRALD DUHAMEL

Position: President - CEO

EXECUTED at Drummondville, Québec, Canada, this 6th day of February, 2017

WITNESS

R. Blunckstel
Signature:

Name: R. BLUNCKSTEL

BGT III CANADA INC.

Michael Starzynski
Signature

Name: Michael Starzynski

Position: Chief Operating Officer

EXECUTED at Drummondville, Québec, Canada, this 6th day of February, 2017

WITNESS

BLUBERI GROUP INC.

Signature:

Signature

Name:

Name:

Position:

EXECUTED at Drummondville, Québec, Canada, this 6th day of February, 2017

WITNESS

BGT III CANADA INC.

Signature:

Signature

Name: R. HUNCASTER

Name: Michael Starzynski

Position: Chief Operating Officer

SCHEDULE "A"

Trademarks

Trademark	Country	Registration No.
BELLS GONE WILD	United States	4598380
CHERRIES ON FIRE	United States	4645985
GREENBACKS TOURNAMENT	United States	4867465
RING THE BELL	United States	4660433
SILVER VAULT	United States	4786340

SCHEDULE "B"

Patents

NIL