TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM662236

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900624242

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Breather Products Inc.		05/28/2021	Corporation:

RECEIVING PARTY DATA

Name:	Industrious Breather Holdings LLC
Street Address:	215 Park Ave. S
City:	New York
State/Country:	NEW YORK
Postal Code:	10003
Entity Type:	Limited Liability Company: MICHIGAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5472614	
Registration Number:	4756654	BREATHER

CORRESPONDENCE DATA

Fax Number: 2483513082

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.

Phone: 2483513000
Email: trademark@jaffelaw.com
Correspondent Name: Jeremy D. Bisdorf
Address Line 1:   27777 Franklin Rd.
Address Line 2:   Suite 2500
Address Line 4:   Southfield, MICHIGAN 48034

ATTORNEY DOCKET NUMBER:	INDUST-TRADE
NAME OF SUBMITTER:	Jeremy D. Bisdorf, Attorney of Record
SIGNATURE:	/s/ Jeremy D. Bisdorf
DATE SIGNED:	07/23/2021

Total Attachments: 8

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INTELLECTUAL PROPERTY ASSIGNMENT

This Assignment is made as of May 28, 2021 between,

>**BREATHER PRODUCTS INC.,** a corporation organized under the federal laws of Canada
>(the "**Assignor**")
>
>and
>
>**INDUSTRIOUS BREATHER HOLDINGS LLC,** a limited liability company organized under the laws of the State of Michigan
>(the "**Assignee**")

RECITALS

A. The Assignor, the Assignee and Industrious Canada Staffing Ltd. entered into an asset purchase agreement as of the date hereof (the "**Purchase Agreement**"), pursuant to which the Assignor agreed to assign certain intellectual property to the Assignee.

B. The Assignor desires to assign to the Assignee all of its right, title and interest in and to the Acquired Intellectual Property, as defined in the Purchase Agreement, and the Assignee desires to acquire the same, in each case on the terms and subject to the conditions set forth below.

FOR VALUE RECEIVED, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this Assignment shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment.** The Assignor does hereby sell, transfer, assign and deliver unto the Assignee, and the Assignee hereby assumes and accepts, all of the Assignor's worldwide rights, title and interests in and to all the Acquired Intellectual Property, including without limitation the patents, claims of copyright, trademarks, trade names, brand names, service marks, logos, symbols, domain names, trade dresses or designs, or representations or expressions of any thereof, or registrations or applications for registration thereof, or any other inventions, trade secrets, technical information, know-how or other proprietary rights or intellectual property and including all of the good will of the Vendor associated therewith, listed in Schedule "A" of this Agreement.

3. **Further Assurances.** Each Party shall from time to time promptly execute and deliver all further documents and take all further action as the other Party may reasonably request to give effect to the provisions and intent of this Agreement.

4. **Commissioner of Patents and Registrar of Trademarks.** The Assignor hereby authorizes and requests the Commissioner of Patents and Registrar of Trademarks, and any other applicable intellectual property office or agency, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Acquired Intellectual

Property, including the patents, industrial designs, trademarks, copyrights, and applications for registration thereof listed in Exhibit "A" of this Agreement.

5.   **Governing Law.** This Agreement is governed by, and is to be construed and interpreted in accordance with, the laws of the Province of Quebec and the laws of Canada applicable in the Province of Quebec.

6.   **Successors and Assigns.** This Agreement enures to the benefit of and binds the Parties and their respective successors and permitted assigns.

7.   **Severability.** If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect:

(a) the legality, validity or enforceability of the remaining provisions of this Agreement; or

(b) the legality, validity or enforceability of that provision in any other jurisdiction.

8.   **Counterparts.** This Agreement and other documents to be delivered pursuant to this Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by electronic transmission and such transmissions shall constitute effective delivery of an executed copy of this Agreement to the receiving Party for all purposes.

9.   **Choice of Language.** The Parties confirm that it is their express wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. Les Parties aux présentes confirment leur volonté expresse que cette convention, de même que tous les documents *s'y rattachant, y compris tous avis, annexes et autorisations s'y rattachant, soient rédigés en* langue anglaise seulement.

10.   **Miscellaneous.** This Agreement is executed and delivered pursuant to the Purchase Agreement, and is subject to, and shall be construed in accordance with, the Purchase Agreement. In the event of a conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall prevail. Nothing contained in this Agreement shall be construed to limit, expand or terminate the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

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The Parties have executed this Agreement as of the date first above written.

BREATHER PRODUCTS INC.

By: _Bryan Murphy_____

Name: Brian Murphy

Title: Authorized Signatory

INDUSTRIOUS BREATHER HOLDINGS LLC

By: _Jamie Hodari_____

Name: Jamie Hodari

Title: Authorized Signatory

SCHEDULE "A"

1. **Registered Intellectual Property:**

USPTO			
No.	**Trade-Mark**	**Appl. Date**	**Status**
1	BREATHER BREATHER	**App** 86054183 **App** 03-SEP-2013	**Reg** 4756654 **Reg** 16-JUN-2015 Registered
2		**App** 87224115 **App** 02-NOV-2016	**Reg** 5472614 **Reg** 22-MAY-2018

CANADA			
No.	**Trade-Mark**	**Appl. Date**	**Status**
1	BREATHER	**App** 1785300 **App** 02-JUN-2016	**Reg** TMA1009890 **Reg** 28-NOV-2018
2		**App** 1785820 **App** 07-JUN-2016	**Reg** TMA985,970 **Reg** 30-NOV-2017 Registered

EUROPEAN UNION			
No.	**Trade-Mark**	**Appl. Date**	**Status**
1	BREATHER	**App** 015574122 **App** 24-JUN-2016	**Reg** 015574122 **Reg** 26-OCT- 2016 Registered
2		**App** 015574148 **App** 24-JUN-2016	**Reg** 015574148 **Reg** 26-OCT- 2016 Registered

UNITED KINGDOM

No.	Trade-Mark	Appl. Date	Status
1	BREATHER	**App** UK00915574122 **App** 24-JUN-2016	**Reg** UK00915574122 **Reg** 26-OCT- 2016 Registered
2		**App** UK00915574148 **App** 24-JUN-2016	**Reg** UK00915574148 **Reg** 26-OCT- 2016 Registered

2. **Domain Names:**

- breather.com
- breather.ca
- breatherdev.com
- breatheroffice.com
- breatheroffices.com
- brthr.co
- brt.hr

3. **"Core technology" of the business of the Vendor included in the chart below:**

Breather API	REST API	API that manages all Breather functionalities	http://github.com/breather/bapi
Breather.com (Web Portal)	Web	Transactional booking responsive website. Also includes Breather4Teams, Office Management Portal and Partner Portal.	https://github.com/breather/breather.com
Backstage (Web Portal)	Web	Customer support interface	https://github.com/breather/backstage
Frontstage (Android Application)	Android	City operations interface	https://github.com/breather/frontstage-android

Breather iOS (iOS Application)	iOS	iOS mobile app for bookings and reservations management	https://github.com/breather/breather-ios
Breather Android (Android Application)	Android	Android mobile app for bookings and reservations management	https://github.com/breather/breather-android and https://github.com/breather/breather-android-web
Devops	Ansible, Python	Scripts to maintain and deploy infrastructure	https://github.com/breather/devops-automation https://github.com/breather/devops-containers https://github.com/breather/devops-mongodb-admin
Onsite	Web	Landlord/supply platform	https://github.com/breather/onsite
Buzzer hack	Twilio	System to open front doors with phone-enabled buzzers	https://github.com/breather/buzzer-hack
blog.breather.com	Ghost	Theme and customization for blog	https://github.com/breather/blog.breather.com
goto	Web	Redirection to iOS breather:// URLs or Web URLs	https://github.com/breather/goto
Data Pipeline	Python	Pipeline for data extraction, transforms, and loading into the data warehouse	https://github.com/breather/potatosalad https://github.com/breather/luigi-able https://github.com/breather/quicksight-automation https://github.com/breather/analytics_transforms
Insights	SQL and R	Data Analytics	https://github.com/breather/insights
Business Intelligence	SQL, Looker	Marketing Oriented Data Analytics	https://github.com/breather/looker-marketing
Block Valuations	SQL, R, Python	Machine learning for evaluating each block of time	https://github.com/breather/blockval
BWC	Web	Breather web components	https://github.com/breather/web_components

BRC	Hardware	Internet-connected Lock controller	https://github.com/breather/brc-mbed https://github.com/breather/brc-cloud https://github.com/breather/brc-linux https://github.com/breather/brc-build https://github.com/breather/brc-factory
Salesforce	Apex	Salesforce apex and schemas source code	https://github.com/breather/salesforce
Email builder		Code to maintain and publish email templates	https://github.com/breather/email-builder
Web utils		Utils library	https://github.com/breather/web-utils
Npm packages		All npm packages (22) of breather organization on npm	https://www.npmjs.com/org/breather
		All other github.com/breather assets	https://github.com/breather

4. **Historical Data Stored In Breather Data Warehouse**

The entire historical content of the data warehouse, which includes but is not limited to data from the production database on reservations, users, locations, jobs, ratings, invoices, and more, joined together with additional managed data sources including Salesforce, Zendesk support information, marketing campaigns in a variety of sources, customer session data, and more. The historical data also includes insights and transformed analyses derived from all of the above, generated on a recurring and ongoing basis.

5. **Product Management Process Integrations with Jira and Confluence:**

The entire historical content of Jira and Confluence, which includes but is not limited to roadmaps, product feature details, development tickets and QA plans/results. The integration between Jira and Confluence for the aforementioned items also extends through to GitHub for commits and pull requests.

The entire historical content of product design, which includes but is not limited to style guides, brand guides, design systems, visual assets, user tests/results, A/B tests/results and individual design files for both deployed and in development features.

6. **Breather Tech Stack Infrastructure Map and Integrations - See diagram below:**

Breather's complete infrastructure, including but not limited to CI/CD process, AWS infrastructure, monitoring and ETL system and all the supporting scripts and automation.