

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM674589

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/06/1992
RESUBMIT DOCUMENT ID:	900641007

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
R. Gordon Sinclair		06/07/2021	INDIVIDUAL:
John Fay		06/07/2021	INDIVIDUAL:
Paul Langlois		06/07/2021	INDIVIDUAL:
Robert Baker		06/07/2021	INDIVIDUAL:
Gordon Downie		06/07/2021	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	THE INCORPORATED
Street Address:	7-297 Lakeshore Road East
City:	Oakville, Ontario
State/Country:	CANADA
Postal Code:	L6J1J3
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	1680098	THE TRAGICALLY HIP

CORRESPONDENCE DATA

Fax Number: 7543001501
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: 754-300-1500
Email: info@conceptlaw.com
Correspondent Name: THE CONCEPT LAW GROUP
Address Line 1: 6400 N. ANDREWS AVE
Address Line 2: SUITE 500
Address Line 4: FORT LAUDERDALE, FLORIDA 33309

ATTORNEY DOCKET NUMBER:	GIL_TTH_TM5
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DOMESTIC REPRESENTATIVE

Name:	The Concept Law Group, P.A.
Address Line 1:	6400 N. Andrews Ave., Suite 500
Address Line 4:	Fort Lauderdale, FLORIDA 33309
NAME OF SUBMITTER:	Darren Spielman
SIGNATURE:	/Darren Spielman/
DATE SIGNED:	09/15/2021
Total Attachments: 13 source=Resubmission-of-Assignment#page1.tif source=Resubmission-of-Assignment#page2.tif source=Resubmission-of-Assignment#page3.tif source=Resubmission-of-Assignment#page4.tif source=Resubmission-of-Assignment#page5.tif source=Resubmission-of-Assignment#page6.tif source=Resubmission-of-Assignment#page7.tif source=Resubmission-of-Assignment#page8.tif source=Resubmission-of-Assignment#page9.tif source=Resubmission-of-Assignment#page10.tif source=Resubmission-of-Assignment#page11.tif source=Resubmission-of-Assignment#page12.tif source=Resubmission-of-Assignment#page13.tif	

NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, R. Gordon Sinclair, an individual, John Fay, an individual, Paul Langlois, an individual, Robert Baker, an individual, and Gordon Downie (represented herein by the Estate of Gordon Downie) as individuals and Partners of the group, The Tragically Hip (collectively "ASSIGNORS"), have owned the common law trademark and associated U.S. federal trademark rights (Reg. No. 1680098) to THE TRAGICALLY HIP (herein the Mark), covering phonograph records, pre-recorded audio and video tapes and compact discs featuring vocal and/or musical performances (International Class 09) and entertainment services in the nature of a musical group (International Class 41), since at least as early as 1984;

WHEREAS, on November 6, 1992, ASSIGNORS sold and transferred to The Incorporated, a Canadian corporation, having an address at 7-297 Lakeshore Road East, Oakville Ontario Canada L6J1J3 ("ASSIGNEE"), all right, title, and interest to the Mark through an Asset Sale Indenture ("ASI");

WHEREAS, although ASSIGNOR and ASSIGNEE had intended to assign all goodwill associated with the Mark via the ASI, and believe that such occurred via the ASI, such was not explicitly stated therein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR agrees that ASSIGNOR hereby assigned unto ASSIGNEE *nunc pro tunc* effective as of November 6, 1992, all right, title, and interest in and to the Mark throughout, at least, the United States, together with all derivations thereof and including all goodwill associated therewith, including the goodwill of the business relations to the Mark and to the wares or services associated with it, whether based on common law or the laws of the various states, and the right (but not the obligation) to assert such trademark and other assigned rights to collect for all past, present and future infringements, and claims for damages and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits and all rights corresponding thereto throughout the world by reason of any past and future acts of infringement that have occurred or may occur.

This Assignment is intended only to complement the ASI by making clear that all goodwill associated with the Mark was assigned to ASSIGNEE as of November 6, 1992.

SIGNATURE PAGE FOLLOWS

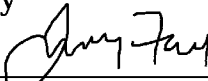
IN WITNESS WHEREOF, ASSIGNOR has duly executed and delivered this ASSIGNMENT, this 7th day of June 2021.

ASSIGNORS:

Name: R. Gordon Sinclair

Signature: 


Name: John Fay

Signature: 

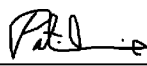
Name: Paul Langlois

Signature: 

Name: Robert Baker

Signature: 

Name: The Estate of Gordon Downie

Signature: 

ASSIGNEE

The Incorporated

Signature: 

Print Name: R. Gordon Sinclair

Title: Director

Witness Name: Rachel Koven

Witness Signature: *Rachel Koven*

ASSET SALE INDENTURE

THIS INDENTURE made with effect as at and from the 6th day of November, 1992.

B E T W E E N:

GORDON DOWNIE, R. GORDON SINCLAIR, JOHN FAY, PAUL LANGLOIS and ROBERT BAKER, all of the Province of Ontario, carrying on business in partnership under the group name "The Tragically Hip"

(hereinafter collectively called the "Vendor")

OF THE FIRST PART;

- and -

THE INCORPORATED, a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "Purchaser")

OF THE SECOND PART

WHEREAS:

(a) The Vendor is the beneficial owner of various assets which comprise substantially all of the partnership property used in the business of the Vendor in its endeavours as a musical group known as "The Tragically Hip", all as more particularly described in Schedule 1 hereto (collectively, the "Purchased Assets" and each a "Purchased Asset");

(b) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets on the terms and conditions hereinafter set forth.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants and conditions hereinafter contained, it is agreed between the parties as follows:

1. Definitions

(a) In this Agreement, unless the context requires otherwise, the following words and phrases shall have the following meanings:

"Accountants" means the accountants appointed for the 1992 fiscal year of the Purchaser;

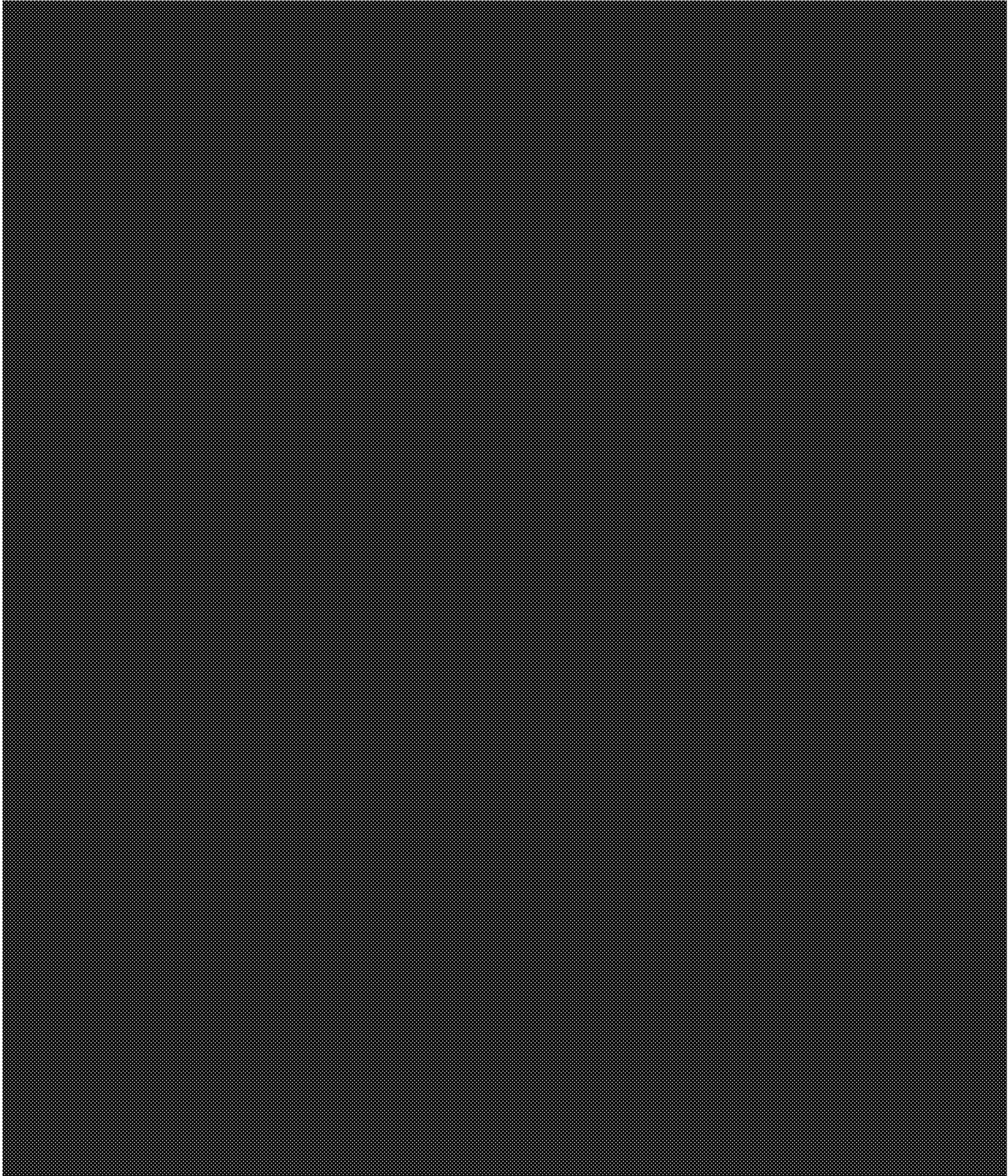
"Act" means the Income Tax Act (Canada) S.C. 1970-71-72, c.63, as amended;

"cost amount" is as defined in subsection 248(1) of the Act.

(b) The term "Purchase Price" shall have the meaning attributed thereto in subsection 3(a) hereof.

2. Purchased Assets

Subject to the terms hereof, the Vendor hereby agrees to sell, assign and transfer to the Purchaser and the Purchaser hereby agrees to purchase from the Vendor, on and subject to the terms and conditions hereinafter contained, all of the Vendor's right, title and interest to and in the Purchased Assets.





5. Covenants and Representatives

The Vendor hereby covenants with and represents and warrants to the Purchaser (which covenants, representations and warranties shall survive the conveyance of the Purchased Assets pursuant to this Indenture) as follows:

(a) The Vendor is now the absolute and beneficial holder of and is rightfully and absolutely possessed of and entitled to the Purchased Assets and the Vendor now has in it good right, title and authority to grant, bargain, sell, assign, transfer, convey and set over the same unto the Purchaser according to the true intent and meaning of these presents free and clear and absolutely released and discharged from and against all former and other bargains, sales, gifts, grants, mortgages, pledges, security interests, adverse claims, liens, charges and encumbrances of any nature or kind;

(b) The Vendor will from time to time and at all times hereafter, upon every reasonable request of the Purchaser, but at the cost of the Purchaser, make, do and execute or cause and procure to be made, done and executed, all such further acts, deeds or assurances as may be reasonably required by the Purchaser whether for

more effectively and completely vesting in the Purchaser the Purchased Assets in accordance with the terms hereof or otherwise.

6. Governing Law

This Indenture shall be exclusively governed by and construed in accordance with the laws of the Province of Ontario, and to the extent applicable, the laws of Canada.

7. Actual Conveyance

This Indenture shall operate as an actual conveyance, transfer, assignment and setting over of the Purchased Assets but the Vendor agrees that it will at the request and expense of the Purchaser, do, sign, execute and deliver all deeds, documents, transfers, assurances, acts, matters and things which are convenient or necessary or which counsel for the Purchaser may advise for more completely and effectually carrying out of the provisions of this Indenture and conveying, assigning and transferring to and vesting in the Purchaser the Purchased Assets.

8. Power of Attorney

The Vendor, on behalf of itself, its successors, administrators and assigns, hereby irrevocably appoints the President for the time being of the Purchaser, all its successors and assigns, and each of them, as the attorney and attorneys of the Vendor, with full power of substitution to do, sign, execute and deliver in the Vendors' names and stead, all acts, deeds, matters and things, documents, conveyances, assurances and other instruments which, in the discretion of the said attorney or attorneys, may be necessary or desirable for the purpose of vesting in the Purchaser, its successors and assigns, the Purchased Assets and every part thereof, hereby or attended to be granted, bargained, sold, assigned, transferred,

conveyed and set over. Such power of attorney, being coupled with an interest, shall not be revoked by the insolvency, winding-up or bankruptcy of the Vendor and may be exercised in the name and on behalf of the successors and assigns of the Purchaser.

9. Enurement

This Indenture shall apply to, extend to and enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF this Agreement has been duly executed by the Vendor and by the Purchaser on the date first above written.

Signed, Sealed and Delivered)

In the Presence of:)

Michael Vatch

THE TRAGICALLY HIP, by its Partners:

Gordon Downie
GORDON DOWNIE, Partner

R. Gordon Sinclair
R. GORDON SINCLAIR, Partner

John Fay
JOHN FAY, Partner

Paul Langbois
PAUL LANGBOIS, Partner

Robert Baker
ROBERT BAKER, Partner

THE INCORPORATED

Per: *[Signature]* c/s
Authorized Signing Officer

Per: *[Signature]*
Authorized Signing Officer

SCHEDULE 1

All inventory, equipment, receivables and the exclusive right and ownership of the trademark "The Tragically Hip", and all other intangibles.