

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675692

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Table-Mate USA, LLC		06/30/2021	Limited Liability Company: CALIFORNIA
Ino-Products, Inc.		06/30/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Foxy Creations, Inc.		
Street Address:	85 West Street		
City:	Walpole		
State/Country:	MASSACHUSETTS		
Postal Code:	02081		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 13			
Property Type	Number	Word Mark	
Registration Number:	1972090	TABLE-MATE	
Registration Number:	3501823	TM	
Registration Number:	3745683	TABLE-MATE 4 KIDS	
Registration Number:	6038267	TABLE-MATE ULTRA	
Serial Number:	90181617	TABLE-MATE II PRO	
Serial Number:	90181654	TABLE-MATE II DELUXE	
Serial Number:	90181636	TABLE-MATE XL PRO	
Serial Number:	90181670	TABLE-MATE XL DELUXE	
Serial Number:	90342477	TABLE MATE	
Serial Number:	90570683	STABLE-TECH	
Serial Number:	90570670	STEADI-TECH	
Serial Number:	90723901	TABLE-MATE II PLUS	
Serial Number:	90723922	TABLE-MATE XL PLUS	
CORRESPONDENCE DATA			
Fax Number:	2483583351		
<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>			

CH \$340.00 1972090

Phone: 2483584400
Email: thrasiotm@brookskushman.com
Correspondent Name: Robyn S. Lederman
Address Line 1: 1000 Town Center, 22nd Floor
Address Line 4: Southfield, MICHIGAN 48075-1238

ATTORNEY DOCKET NUMBER:	THRT1203TP
NAME OF SUBMITTER:	Robyn S. Lederman
SIGNATURE:	/robyn s lederman/
DATE SIGNED:	09/21/2021

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Agreement**”), dated as of June 30, 2021 (the “**Effective Date**”), is entered by and among Foxy Creations, Inc., a Delaware corporation (“**Assignee**”), Table-Mate USA, LLC, a California limited liability company (the “**Company**”), and Ino-Products, Inc., an Ontario corporation (“**Ino Products**”, and together with the Company, the “**Assignors**” and each a “**Assignor**”), pursuant to that certain Asset Purchase Agreement, dated June 30, 2021, by and among the Assignee and the Assignors (as may be amended, supplemented, acquired or otherwise modified from time to time, the “**Purchase Agreement**”). Together, the Assignor and the Assignee shall be referred to herein as the “**Parties**” or each, a “**Party**”. Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement.

WHEREAS, pursuant to and in accordance with the Purchase Agreement (the terms of which, including all schedules and exhibits thereto, are incorporated herein by this reference), Assignor has agreed to convey, transfer and assign to Assignee, among other assets, certain intellectual property of Assignor.

NOW, THEREFORE, in consideration of the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto hereby agree as follows:

1. Assignment - For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms of the Purchase Agreement, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, assumes, and receives all of Assignor’s right, title, goodwill, and interest in and to the following (collectively, the “**Intellectual Property Assets**”), to the extent that such Intellectual Property Asset is used or held for use in the conduct of the Business (as such term is defined in the Purchase Agreement) and is not otherwise identified as Excluded Asset in the Purchase Agreement:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

e. all trademark and service mark rights, slogans, trade dress, and tradenames, trade styles, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Assignor connected with and symbolized by such trademarks, including without limitation those set forth on Exhibit C attached hereto (collectively, the “**Trademarks**”);

[REDACTED]

[REDACTED]

[REDACTED]

i. all claims for damages by way of past, present and future infringements of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

j. all licenses or other rights to use any of the Copyrights, Patents, Trademarks, Mask Works, Domain Names, or Social Media Accounts and all license fees and royalties arising from such use to the extent permitted by such license or rights (collectively, the “**Licenses**”);

k. all amendments, extensions, renewals and extensions of any of the Copyrights, Trademarks, Patents, Mask Works, Domain Names, or Social Media Accounts; and

l. all proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Recordation and Further Actions - Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Agreement upon request by Assignee.

3. Further Assurances - Following the date hereof, upon Assignee’s reasonable request and at Assignee’s sole expense, Assignor shall take such reasonable steps and actions, and provide such reasonable cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Intellectual Property Assets to Assignee, or any assignee or successor thereto.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, the Parties have duly executed this Intellectual Property Assignment Agreement as of the day and year first above written.

ASSIGNORS:

TABLE-MATE USA, LLC

By: DocuSigned by:
Robin Behar
187F6F75015449C...
Name: Robin Behar
Title: Member

Ino-Products America Inc.,
a Delaware corporation,
Its Member

By: DocuSigned by:
Doug Soper
42EDC487B111405...
Name: Doug Soper
Title: President

INO-PRODUCTS INC.

By: DocuSigned by:
Doug Soper
42EDC487B111405...
Name: Doug Soper
Title: President

ASIGNEE:

FOXY CREATIONS, INC.

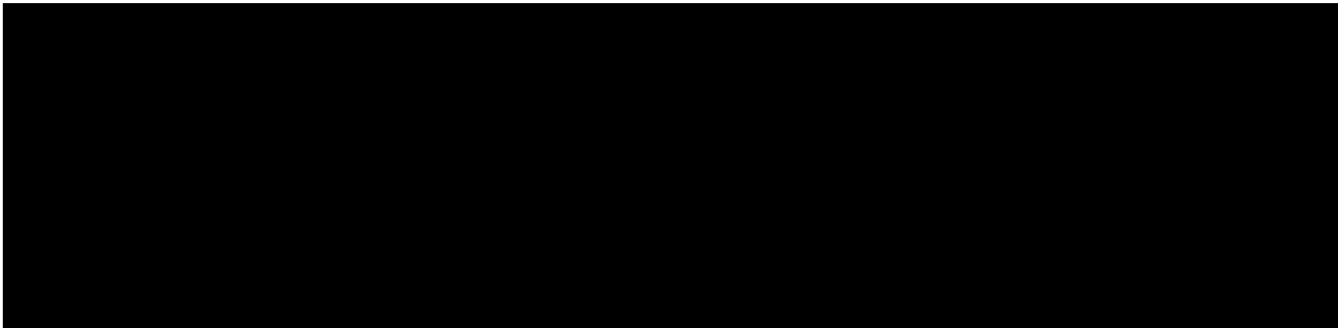
By: DocuSigned by:
Michael Fahey
455CC9D2559D48C...
Name: Michael Fahey
Title: Secretary

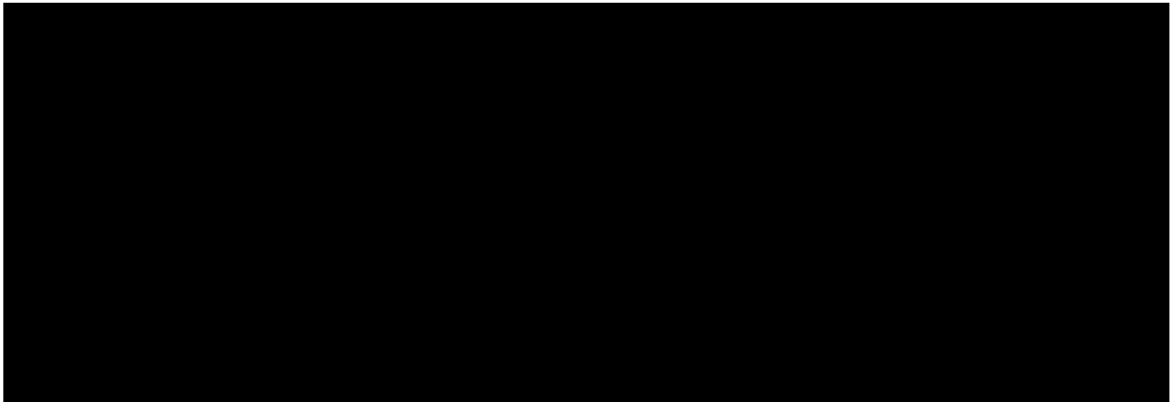
INTELLECTUAL PROPERTY ASSETS

(i) INTELLECTUAL PROPERTY REGISTRATIONS:

Application No.	Registration No.	Title	Case Status	Next Critical Due Date	Next Critical Event	Country
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
74/401701	1972090	TABLE-MATE	Registered	07-May-2026	Renewal Deadline	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
78/509976	3501823	TABLE Logo	Registered	16-Sep-2028	Renewal Deadline	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
77/059833	3745683	TABLE-MATE 4 KIDS	Registered	09-Feb-2030	Renewal Deadline	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
88308948	6038267	TABLE-MATE ULTRA	Registered	21-Apr-2026	Declaration of Use	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90181617		TABLE-MATE II PRO	Published – June 8, 2021			U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90181654		TABLE-MATE II DELUXE	Official Action Received			U.S.A.

Application No.	Registration No.	Title	Case Status	Next Critical Due Date	Next Critical Event	Country
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90181636	[REDACTED]	TABLE-MATE XL PRO	Official Action Received	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90181670	[REDACTED]	TABLE-MATE XL DELUXE	Official Action Received	05-Aug-2021	Official Action Deadline	U.S.A.
90342477	[REDACTED]	TABLE MATE	Application Filed	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90570683	[REDACTED]	STABLE-TECH	Application Filed	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90570670	[REDACTED]	STEADI-TECH	Application Filed	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90723901	[REDACTED]	TABLE-MATE II PLUS	Application Filed	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90723922	[REDACTED]	TABLE-MATE XL PLUS	Application Filed	[REDACTED]	[REDACTED]	U.S.A.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
90570683	[REDACTED]	Steady-Tech	[REDACTED]	[REDACTED]	[REDACTED]	U.S.A.





[REDACTED]

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