

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM713906

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tangent Studios Inc.		11/18/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Tangent Technology Inc.		
Street Address:	333 - 70 Arthur Street		
City:	Winnipeg		
State/Country:	CANADA		
Postal Code:	R3B 1G7		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6267612	LOUPE	
CORRESPONDENCE DATA			
Fax Number:	3035714321		
<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:	303-571-4000		
Email:	denverteas@kilpatricktownsend.com		
Correspondent Name:	Brian O'Donnell		
Address Line 1:	1400 Wewatta Street, Suite 600		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	1284405		
NAME OF SUBMITTER:	Brian O'Donnell		
SIGNATURE:	/Brian P. O'Donnell/		
DATE SIGNED:	03/11/2022		
Total Attachments: 2			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated as of November 18, 2021 (the “**TRADEMARK ASSIGNMENT**”), is entered into by and between Tangent Studios Inc., a Canadian corporation, with offices at 333 – 70 Arthur Street, Winnipeg, Manitoba R3B 1G7 (“**ASSIGNOR**”) and Tangent Technology Inc., a Canadian corporation, with offices at 333 – 70 Arthur Street, Winnipeg, Manitoba R3B 1G7 (“**ASSIGNEE**”).

WHEREAS, ASSIGNOR owns certain TRADEMARKS (as defined below) and desires to assign all of its rights title, and interest in, to and under the TRADEMARKS; and

WHEREAS, ASSIGNEE desires to acquire all of the right, title and interest in, to and under the TRADEMARKS.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the PARTIES agree as follows:

1. ASSIGNOR hereby sells, transfers, conveys, assigns and delivers unto ASSIGNEE, free and clear of all ENCUMBRANCES, and ASSIGNEE hereby acquires from ASSIGNOR, all of ASSIGNOR’S right, title and interest in and to the TRADEMARKS, including all rights of any kind whatsoever of ASSIGNOR accruing under any of the TRADEMARKS provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, including all causes of action and remedies related thereto (including, without limitation, the right to sue for past, present or future infringement, misappropriation or violation of rights related to the foregoing); and any and all other rights and interests arising out of, in connection with or in relation to the TRADEMARKS.

“ENCUMBRANCE” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim or restriction of any (including licenses other than non-exclusive licenses).

“TRADEMARKS” shall mean, with respect to the items set forth in the table below, any domestic or foreign unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress, symbols, logos, trade names, business names, brand names, corporate names, product names, slogans, and other source or business identifiers and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing.

TRADEMARKS:	COUNTRY:	STATUS:	APPLICATION NUMBER:	REGISTRATION NUMBER:
LOUPE	United States	Registered	88565158	6267612
LOUPE	Canada	Pending Application	1981291	Not applicable.

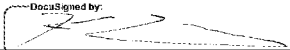
2. ASSIGNOR hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this TRADEMARK ASSIGNMENT upon request by ASSIGNEE. ASSIGNOR shall execute such written instruments, extend such other cooperation and perform such other acts as may be necessary or appropriate, in the opinion of ASSIGNEE, to convey, establish, evidence, maintain, defend and enforce ASSIGNEE’S rights in the TRADEMARKS.
3. This TRADEMARK ASSIGNMENT is made under and shall be construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the PARTIES.

4. This Trademark Assignment may be executed in two (2) or more copies, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the PARTIES have each caused this Assignment to be duly executed by an authorized officer as of the date first written above.

ASSIGNOR

By: **Tangent Studios Inc.**



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Name: Ken Zorniak

Title: President and CEO

By: **Tangent Studios Inc.**



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Name: Phyllis Laing

Title: SVP and Secretary

ASSIGNEE

By: **Tangent Technology Inc.**



DE:91B2DFB379DA...

Name: Jeff Bell

Title: President and CEO

By: **Tangent Technology Inc.**



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Name: Phyllis Laing

Title: SVP and Secretary