

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM719927

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900672192		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Canadian Tire Corporation, Limited		10/01/2021	Ontario Corporation: CANADA
Piloti Inc.		10/01/2021	Ontario Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Windsong IP Piloti LLC		
<b>Street Address:</b>	15 Riverside Avenue		
<b>Internal Address:</b>	First Floor		
<b>City:</b>	Westport		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06880		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87781394	P PILOTI	
<b>Serial Number:</b>	87781395	P	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	2034546999		
<b>Email:</b>	trademarks@windsongglobal.com		
<b>Correspondent Name:</b>	Tracy Soinger		
<b>Address Line 1:</b>	Windsong Global		
<b>Address Line 2:</b>	15 Riverside Avenue, First Floor		
<b>Address Line 4:</b>	Westport, CONNECTICUT 06880		
<b>NAME OF SUBMITTER:</b>	Tracy Soinger		
<b>SIGNATURE:</b>	/tsoinger/		
<b>DATE SIGNED:</b>	04/08/2022		
<b>Total Attachments: 14</b>			

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## TRADEMARK AGREEMENT

This RECORDABLE TRADEMARK ASSIGNMENT (this "Assignment") is executed and effective as of October 1, 2021 (the "Effective Date"), by and among Canadian Tire Corporation, Limited, an Ontario corporation (the "Company"), and Piloti Inc., and Ontario corporation (together with the Company, each an "Assignor" and collectively "Assignors"), and Windsong IP Piloti LLC, a Delaware limited liability company ("Assignee"). Each of Assignors and Assignee are referred to as a "Party" and together as the "Parties". Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, on the date hereof, Sellers, Purchaser, Windsong Piloti LLC and Daytona Apparel Group LLC have entered into that certain Asset Purchase Agreement (the "Purchase Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Trademark Rights (defined below);

WHEREAS, Assignors wish to confirm, memorialize and record the assignment of the Assigned Trademark Rights to Assignee as set forth in the Purchase Agreement.

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

1. Assignors hereby irrevocably sell, transfer, assign and deliver to Assignee, and Assignee hereby assumes and accepts, all of Assignors' worldwide rights, title, and interest in and to (a) all trademarks, including without limitation, the trademark registrations and trademark applications listed on Exhibit A hereto; together with all registrations and applications for the foregoing; and all common law rights in the foregoing; (b) all issuances, extensions and renewals of the foregoing; (c) all rights to create new trademarks that incorporate the foregoing; (d) all rights to request, apply for, file and register the foregoing; (e) all the goodwill of the business connected with the use of and symbolized by the foregoing; (f) all defenses relating to or arising from any of the foregoing, and all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation of the foregoing; and (g) all income, royalties and any other payments now and hereafter due and/or payable to Assignors in respect of the foregoing (collectively (a) through (g), the "Assigned Trademark Rights") to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held as fully and entirely by Assignors had this assignment not been made.

2. Assignors hereby authorize and request the competent authorities, including without limitation an official of the United States Patent and Trademark Office, an official of any non-U.S. governmental trademark office and an official of any intergovernmental organization, whose duty is to issue trademark registrations or other evidence or forms of intellectual property and/or industrial property protection on applications as aforesaid, to record this Assignment and to issue the foregoing to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.


3. Assignors shall promptly execute and deliver such documents, and do and perform such acts and things as Assignee, its legal representatives, its successors, and/or assigns may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation prompt production of pertinent facts and documents in its possession or under its control, execution of papers, and other assistance all to the extent reasonably necessary for: (a) perfecting all right, title and interest herein conveyed; (b) prosecuting any applications herein conveyed; and (c) legal proceedings involving any trademark and any applications therefor, including without limitation opposition proceedings, infringement actions and court actions; provided, however, that the reasonable expenses incurred by Assignors in providing such cooperation shall be paid for by Assignee.

4. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. This Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Assignment shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed entirely within the State of New York, without regard to the conflicts of laws principles thereof. This Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

*[Signature page follows]*


**ASSIGNORS:**

**CANADIAN TIRE CORPORATION, LIMITED**

By:   
Name: James R. Christie  
Title: EVP, CTC, Strategic Advisor and General Counsel

By:   
Name: Gregory Craig  
Title: EVP & Chief Financial Officer

**PILOTI INC.**

By:   
Name: James R. Christie  
Title: Director

**ASSIGNEES:**

**WINDSONG IP PILOTI, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNORS:**

**CANADIAN TIRE CORPORATION, LIMITED**

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

**PILOTI INC.**

By: \_\_\_\_\_  
Name:  
Title:


**ASSIGNEES:**

**WINDSONG IP PILOTI, LLC**



By: Andrew R. Thomas  
Name: ANDREW R. THOMAS  
Title: MANAGER

Exhibit A  
Trademarks

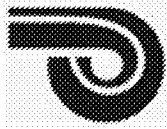
<b>Trademark</b>	<b>Owner of Record</b>	<b>App/Reg. No.</b>	<b>Status</b>	<b>Country</b>
PILOTTI	Canadian Tire Corporation, Ltd. c/o Steven T. Gubner Ezra Brutzkus Gubner, LLP 21650 Oxnard Street, Suite 500 Woodland Hills 91367	851148	Registered	Australia
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street Toronto Ontario M4P 2V8	1730106	Registered	Australia
P	Canadian Tire Corporation, Limited 2180 Yonge Street Toronto Ontario M4P 2V8	1730107	Registered	Australia

PILOTI <b># PILOTI</b>	Canadian Tire Corporation, Limited 2180 Yonge St Toronto Ontario M4P 2V8	1907139	Registered	Australia
P 	Canadian Tire Corporation, Limited 2180 Yonge St Toronto Ontario M4P 2V8	1907138	Registered	Australia
PILOTI	Canadian Tire Corporation, Limited 2180 Yonge Street Toronto ONTARIO M4P2V8	TMA986775	Registered	Canada
PILOTI & Design <b># PILOTI</b>	Canadian Tire Corporation, Limited 2180 Yonge Street Toronto ONTARIO M4P2V8	1880794	Registered	Canada
P Logo	Canadian Tire Corporation, Limited	1,880,795	Registered	Canada




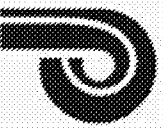

	2180 Yonge Street Toronto ONTARIO M4P2V8				
Piloti & Design <b># PILOTI</b>	CANADIAN CORPORATION, (Canada)	TIRE LIMITED	29320062	Registered	China
P & Design 	CANADIAN CORPORATION, (Canada)	TIRE LIMITED	29320061	Application Pending -- approved and published for opposition	China
P Design	CANADIAN CORPORATION, (Canada)	TIRE LIMITED	26452969	Registered	China
Piloti	Canadian Limited 2180 Yonge Street Toronto Ontario M4P 2V8 CANADA	Tire Corporation, Limited	9052903	Registered	EUTM
P	Canadian Limited 2180 Yonge Street	Tire Corporation, Limited	14722251	Registered	EUTM


LEGAL \*53961214 6




	Toronto Ontario M4P 2V8 CANADA			
P	Canadian Tire Corporation, Limited 2180 Yonge Street Toronto Ontario M4P 2V8 CANADA	9053406	Registered	EUTM
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street - M4P 2V8 Toronto, Ontario	4496330	Registered	France
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street - M4P 2V8 Toronto, Ontario	4704428	Converted from EUTM Application No. 14722276 filed October 22, 2015.	France
PILOTTI	Canadian Tire Corporation, Limited	4496330	Application pending.	
<b># PILOTTI</b>	Canadian Tire Corporation, Limited 2180 Yonge Street - M4P 2V8 Toronto, Ontario	4496330	Registered	France

PILOTI	Canadian Tire Corporation, Ltd. Toronto, CA	302020025448.5	Converted from EUTM Application No. 14722276 filed October 22, 2015.	Germany
			Application pending.	
PILOTI	Canadian Tire Corporation, Ltd. Toronto, CA	302018026591	Registered	Germany
				
P	Canadian Tire Corporation, Ltd. Toronto, CA	302018026592	Registered	Germany
				
PILOTI	CANADIAN TIRE CORP. LTD. (Canada)	6349810	Registered	Japan
P	CANADIAN TIRE CORP. LTD. (Canada)	6100737	Registered	Japan
				
PILOTI	CANADIAN TIRE CORP. LTD. (Canada)	6100738	Registered	Japan
PILOTI	Canadian Tire Corporation, Limited	1056812	Registered	New Zealand

	2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada				
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	1056811	Registered	New Zealand	
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	1056810	Registered	New Zealand	
<b>pilotti</b>	2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada				
P	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	1056791	Registered	New Zealand	
P	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	1056809	Registered	New Zealand	
P	Canadian Tire Corporation, Ltd. 2180 Young Street, Toronto, M4P2V8, Ontario, Canada	289940	Registered	United Arab Emirates	
					
					

PILOTTI	Canadian Tire Corporation, Ltd. 2180 Yonge Street, Toronto, M4P2V8, Ontario, Canada	289939	Registered	United Arab Emirates
# PILOTTI				
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, M4P 2V8, Canada	3556114	Converted from EUTM Application No. 14722276 filed October 22, 2015.	United Kingdom
			Application pending.	
PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, M4P 2V8, Canada	UK00909052903	Registered	United Kingdom
# PILOTTI	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	3349905	Registered	United Kingdom
P	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, Ontario, M4P 2V8, Canada	3349907	Registered	United Kingdom
				

(series of two marks)				
P	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, M4P 2V8, Canada	UK00914722251	Registered	United Kingdom
P	Canadian Tire Corporation, Limited 2180 Yonge Street, Toronto, M4P 2V8, Canada	UK00909053406	Registered	United Kingdom
PILOTI	CANADIAN TIRE CORPORATION, LIMITED 2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	75/706,446	Registered	US

P	CANADIAN CORPORATION, LIMITED 2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	TIRE	3465429	Registered	US
PILOTI	CANADIAN CORPORATION, LIMITED 2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	TIRE	86/796,770	Allowed	US
PILOTI	CANADIAN CORPORATION, LIMITED 2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	TIRE	87/781,394	Pending ... under examination	US
# PILOTI	2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	TIRE			
P & Design 	CANADIAN CORPORATION, LIMITED 2180 YONGE STREET TORONTO, ONTARIO CANADA M4P 2V8	TIRE	87/781,395	Pending ... examination suspended	US