

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM754780

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Époque Inc.		08/31/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Lolë Brands Canada ULC		
Street Address:	4075, Saint Denis Street		
City:	Montréal, Québec		
State/Country:	CANADA		
Postal Code:	H2W 2M7		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5791941	O ÉPOQUE ÉVOLUTION	
Registration Number:	5814397	O ÉPOQUE ÉVOLUTION	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	One American Square Suite 2900		
Address Line 4:	Indianapolis, INDIANA 46282		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	09/12/2022		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Assignment"), dated as of this 31st day of August 2022 (the "Effective Date"), is made and entered into by and between ÉPOQUE INC., a corporation incorporated under the laws of the state of Delaware ("Assignor"), and LOLÉ BRANDS CANADA ULC, a corporation incorporated under the laws of the province of British Columbia ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the Effective Date, between Assignee and Assignor (the "Purchase Agreement");

WHEREAS, as a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Marks (as defined below), and Assignee desires to acquire and accept the Assigned Marks from Assignor, on the terms and subject to the conditions of this Assignment;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Assignment. On and as of the Effective Date, Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, and Assignee hereby accepts and acquires from Assignor, all of Assignor's right, title and interest in, to and under the marks listed in **Exhibit A**, (the "Assigned Marks"), together with the goodwill of the business associated therewith or symbolized thereby, and any and all common law rights, world-wide rights and other applications and registrations therefor owned by Assignor, including, but not limited to, the right to sue and collect damages for any past or future infringements or dilution of the Assigned Marks. Subject to Section 2, Assignor shall, from time to time upon request from Assignee, execute and deliver, or cause to be executed and delivered, all such further transfers, assignments, conveyances, powers of attorney, assurances or any other documents necessary or, in Assignee's determination, desirable to confirm, record or effectuate the assignment of the Assigned Marks to Assignee and shall take all such further action as may be necessary or, in Assignee's determination, desirable to confirm, record or effectuate the assignment of the Assigned Marks to Assignee, including, without limitation, making all filings with the United States Patent & Trademark Office.

2. Recordation and Further Actions. Assignee shall be responsible for filing and recording any and all documents of conveyance as may be necessary to vest in Assignee as a matter of public record all of the Assigned Marks, at its sole cost and expense.

3. Appointment. Assignor hereby constitutes and appoints Assignee, and its successors and assigns, as Assignor's true and lawful attorney or attorneys in fact, with full power of substitution, for it and in its name and stead or otherwise, to institute and prosecute from time to time, any proceedings at law, in equity, or otherwise, that Assignee, or its successors or assigns, may from time to time and at any time deem proper in order to assert or enforce any

claim, right, or title of any kind in and to the Assigned Marks, and to defend and compromise any and all actions, suits, or proceedings in respect of any of the foregoing, and generally to do any and all such acts and things in relation thereto as Assignee, or its successors or assigns, shall reasonably deem advisable, including, but not limited to, the execution and delivery of any and all assignments and instruments in furtherance hereof. Assignor declares that the appointment hereby made and the powers hereby granted are coupled with an interest and shall be irrevocable by Assignor.

4. Governing Agreement. This Assignment is expressly made subject to the terms and provisions of the Purchase Agreement. The delivery of this Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, and all of the representations, warranties, covenants, conditions, indemnities, terms and provisions contained in the Purchase Agreement shall survive the delivery of this Assignment to the extent, and in the manner, set forth in the Purchase Agreement. In the event of an irreconcilable conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control to the extent of such conflict.

5. Governing Law. This Assignment shall be governed by, and construed, and enforced in accordance with, the internal laws of the State of Delaware without reference to any jurisdiction's principles of conflicts of law to the contrary.

6. Counterparts. This Assignment may be executed in two (2) original, facsimile or electronic counterparts, each of which will be deemed an original, but both of which when taken together shall constitute one and the same document.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.

"ASSIGNOR"

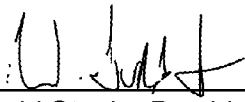
ÉPOQUE INC., a Delaware corporation

By: 
8638EE2C47CD41B...
Nancy Taylor, Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the Effective Date.



"ASSIGNEE"

LOLÉ BRANDS CANADA ULC, a corporation
incorporated under the laws of the province of British
Columbia,

By: 

Todd Steele, President

EXHIBIT A

Mark	Country	Number	Status	Next Action
	US	Reg. No.: 5,791,941	Registered – July 2, 2019	Section 8 & 15 Due – July 2, 2025
	US	Reg. No.: 5,814,397	Registered – July 23, 2019	Section 8 & 15 Due – July 23, 2025