# CH \$565.00 52576

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM760388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/30/2016

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Maison J. Battat, Ltee		10/04/2022	Corporation: CANADA

## **RECEIVING PARTY DATA**

Name:	Maison Battat, Inc.
Street Address:	8440 Darnley Road
City:	Montreal
State/Country:	CANADA
Postal Code:	H4T 1M4
Entity Type:	Corporation: CANADA

### **PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Registration Number:	5257629	ORIANA
Registration Number:	5256954	RUBY
Registration Number:	5256957	LI'L LUVS & HUGS NURSERY
Registration Number:	5256947	ALINN
Registration Number:	5256953	WOOFWINKLE
Registration Number:	5115712	CANBERRA
Registration Number:	5115713	THE TOOWOOMBA ACTING TROUPE
Registration Number:	5177958	PATIENCE
Registration Number:	5177957	PIA
Registration Number:	5177774	SHAWNA & SONNY
Registration Number:	5177773	WITNEY
Registration Number:	5177701	BREANNA
Registration Number:	5177700	MACIE
Registration Number:	5215077	SQUEEZY ZEEBY
Registration Number:	5215080	UNDER THE SEA JAMBOREE
Registration Number:	5247041	CATARINA
Registration Number:	5024147	LONDON
Registration Number:	5247047	BLANCA

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Property Type	Number	Word Mark
Registration Number:	5247046	MEAGANN
Registration Number:	5247043	MONTANA FAYE
Registration Number:	5120163	CELESTE
Registration Number:	5174951	DRIVEN BY BATTAT

#### **CORRESPONDENCE DATA**

**Fax Number:** 2125156969

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:** 9144506651

Email: ALangsam@pryorcashman.com

Correspondent Name: Andrew S Langsam
Address Line 1: 28 Limestone Road

Address Line 4: Armonk, NEW YORK 10504

#### DOMESTIC REPRESENTATIVE

Name: Andrew S Langsam
Address Line 1: 28 Limestone Road

Address Line 4: Armonk, NEW YORK 10504

NAME OF SUBMITTER:	Andrew S. Langsam
SIGNATURE:	/Andrew S. Langsam/
DATE SIGNED:	10/11/2022

#### **Total Attachments: 3**

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# **CONFIRMATORY ASSIGNMENT OF TRADEMARKS**

This Confirmatory Assignment (the "Assignment") is made, effective as of and entered into on the Asset Purchase Agreement executed on November 30, 2016, with the parties being the Assignor and the Assignee and is confirmed as of the signature date below (the earliest of which is the "Effective Date") by and between Maison J. Battat, Ltee., a Canadian corporation with an address at 8440 Darnley Road, Montreal, Canada H4T 1M4 ("Assignor"), on one hand, and 9349-0639 Quebec, Inc. who, through a change of name, immediately became Maison Battat Inc., a Canadian corporation also located at 8440 Darnley Road, Montreal, Canada H4T 1M4 ("Assignee"), on the other hand (Assignor and Assignee may sometimes be referred to herein collectively as the "Parties" and/or each individually as a "Party");

**WHEREAS**, Assignor was the registered owner of the marks shown on the attached Exhibit A (the "Marks") which proceeded to registration within the United States Patent and Trademark Office (the "Registrations"); and

**WHEREAS,** Assignor assigned the same long ago along with the associated goodwill to the related owned and operated and predecessor entity 9349-0639 Quebec, Inc. which then became the Assignee, Maison Battat, Inc; and

WHEREAS, Assignee wishes to acquire, make of record, and record the Assignment of the Registered Trademarks to Assignee, along with the associated goodwill, from Assignor including all of its right, title and interest in, to and under such Registered Marks and the associated goodwill, including the Registrations and the associated goodwill;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby confirm the sale, assignment, transfer, conveyance, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire rights, associated goodwill, title and interest in, to and under the Marks and their associated Registrations and the associated goodwill, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Registrations and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal laws of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, injunctive relief, and/or other monies due to the unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment to the extent relating to the Marks, the Registrations and the associated goodwill.

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Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by and now confirmed by this Assignment, and has not conveyed any interest in or right to the Marks to any third-party.

Assignor authorizes and requests the United States Patent & Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks and Registrations, as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute any and all further documents or papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby sought to be transferred.

This Assignment may be executed in one document and shall be effective by electronic or PDF signature of a representative of Assignor, with the electronic and/or PDF signature to be deemed an original signature and equivalent thereto for all purposes.

**IN WITNESS WHEREOF**, this Confirmatory Assignment has been duly executed on the date indicated below by its duly authorized officer.

ASSIGNOR: Maison J. Battat, Ltee.

Date: 10.04.2022

Name: Joseph Battat

Title: Chief Executive Officer

# Exhibit A

Mark	Registration No.
ORIANA	5257629
RUBY	5256954
LU'L LUVS & HUGS	5256957
ALINN	5256947
WOOFWINKLE	5256953
CANBERRA	5115712
TOWOMBA ACTING TROUPE	5115713
PATIENCE	5177958
	5177957
	5177774
WITNEY	5177773
BRIANNA	5177701
MACIE	5177700
SQUEEZY ZEEBY	5215077
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MEAGANN	5247046
MONTANA FAYE	5247043
CELESTE	5120163
DRIVEN BY BATTAT	5174951

**RECORDED: 10/11/2022** 

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