

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM770629

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MIRALIS INC.		11/25/2022	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GROUPE MIRALIS INC.		
<b>Street Address:</b>	200 rue des Fabricants		
<b>City:</b>	Sans-Anaclet-de-Lessard, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	G0K1H0		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	97045152	E E-SPACE3	
<b>Registration Number:</b>	2315596	MIRALIS	
<b>Registration Number:</b>	6345321	MIRALIS	
<b>Registration Number:</b>	4509539	ROUGH CHIC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037060882		
<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>	703-920-1122		
<b>Email:</b>	trademarks@iplawsolutions.com		
<b>Correspondent Name:</b>	Stewart Gitler		
<b>Address Line 1:</b>	1451 Dolley Madison Blvd.		
<b>Address Line 2:</b>	Suite 210		
<b>Address Line 4:</b>	McLean, VIRGINIA 22101		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Stewart L Gitler		
<b>Address Line 1:</b>	1451 Dolley Madison Blvd.		
<b>Address Line 2:</b>	Suite 210		
<b>Address Line 4:</b>	McLean, VIRGINIA 22101		

OP \$115.00 97045152

<b>NAME OF SUBMITTER:</b>	Stewart L Gitler
<b>SIGNATURE:</b>	/Stewart L Gitler/
<b>DATE SIGNED:</b>	11/29/2022
<b>Total Attachments: 4</b> source=Trademarks Assignment US signed(8151398.2)#page1.tif source=Trademarks Assignment US signed(8151398.2)#page2.tif source=Trademarks Assignment US signed(8151398.2)#page3.tif source=Trademarks Assignment US signed(8151398.2)#page4.tif	

## TRADEMARKS ASSIGNMENT

1. The undersigned, MIRALIS INC. (hereinafter referred to as the "Assignor"), a corporation duly constituted, having its principal office and place of business at 200 rue des Fabricants, Sains-Anaclet-de-Lessard, Quebec, G0K 1H0, in consideration of the sum of one Canadian dollar (\$1) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignee (as hereunder defined), hereby sale, assign and transfer to GROUPE MIRALIS INC., a corporation duly constituted, having its full post office address at 200 rue des Fabricants, Sains-Anaclet-de-Lessard, Quebec, G0K 1H0 (hereinafter referred to as the "Assignee"), all its right, title and interest in and to the trademarks identified in Schedule A (hereinafter referred to as the "Trademarks"), together with the goodwill associated therewith; the same to be held by the said Assignee, as fully and entirely as the same could have been held and enjoyed by the Assignor if this Assignment had not been made, this Assignment including the assignment of the right to take action and recover in respect of any infringement of the rights of the Assignor that took place prior to the date of this Assignment.
2. The Assignor represents and warrants that it is duly constituted as a legal person, has a legal and valid existence, is in conformity with its constituent law and has full power and authority to exercise its business as well as to possess and assign its goods and assets, namely all his rights, title and interests in the Trademarks.
3. The Assignor hereby represents and warrants that there is no action or proceeding or threat of action or proceeding which could materially adversely affect all and any part of the Trademarks, and the Assignor is aware of no cause which could lead to the commencement of legal, administrative or other proceedings in respect of the same.

4. The Assignor warrants and covenants that it is the true and absolute owner of the Trademarks, that no one holds any option, right or lien in respect to the purchase, the grant of a license or other rights in association with all or any part of the Trademarks and that no assignment, grant, mortgage, license or other agreement affecting the rights and property of the Trademarks herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; is free of any charge, lien or encumbrance at the time signature of the present Agreement
5. The Assignor agrees that it will not, at any time contest or call into question, directly or indirectly, the validity of the Trademarks or the proprietary rights hereto of the Assignee, its successors or assigns.
6. All representations and warranties made by the Assignor pursuant to the present Agreement shall survive the date of execution of the present Agreement and the Assignor agrees and covenants to perform any and all acts, and to sign and file whatever documentation necessary or desirable, in the opinion of the Assignee, for the full performance of the present Agreement.

#### 7. General Provisions

- a) EFFECTIVENESS. This Agreement is effective 25 nov., 2022 notwithstanding the date of the execution.
- b) ENTIRE AGREEMENT. This Agreement constitutes the entire understanding between the parties. Declarations, representations, promises or conditions other than those set forth in this Agreement shall not be construed in any way so as to contradict, modify or affect the provisions of this AGREEMENT.
- c) GOVERNING LAW. This Agreement shall be construed and enforced in accordance with the laws in force in the province of Quebec, Canada.

- d) LANGUAGE. The parties hereto have expressly agreed that this Agreement as well as all other documents relating thereto be drawn up only in English. Les parties ont expressément convenu que ce contrat de même que tous les documents s'y rattachant soient rédigés en anglais seulement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement at the place and date hereunder mentioned.

Signed at Saint-Anaclet-de-Lessard, province of Quebec, this 25 day of November 2022.

**ASSIGNOR**

Per: 

Daniel Drapeau  
President of MIRALIS INC.

**ASSIGNEE**

Per: 

Daniel Drapeau  
President of GROUPE MIRALIS INC.

**Schedule A**

<b>Trademarks</b>	<b>Application No.</b>	<b>Registration No.</b>
E-SPACE3 & Design	97/045,152	
MIRALIS	75/479605	2,315,596
MIRALIS & Design	90/082914	6,345,321
ROUGH CHIC & Design	85/934927	4,509,539