OP \$40.00 6770410

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM781606 Stylesheet Version v1.2

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MEGAComfort International Inc.		12/14/2022	Corporation: CANADA

RECEIVING PARTY DATA

Name:	MEGA InTech Inc.
Street Address:	25 Evita Court
City:	Thornhill, ON
State/Country:	CANADA
Postal Code:	L4J8K6
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6770410	3DFITS

CORRESPONDENCE DATA

Fax Number: 3123451778

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: 3123451718

Email: USDocket@lewisbrisbois.com
Correspondent Name: Jill Anderfuren, Lewis Brisbois

Address Line 1: 550 West Adams Street

Address Line 2: Suite 300

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 36754-7325US

DOMESTIC REPRESENTATIVE

Name: Jill Anderfuren

Address Line 1: 550 West Adams Street

Address Line 2: Suite 300

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Jill Anderfuren
SIGNATURE:	/ja/

DATE SIGNED:	01/19/2023
Total Attachments: 3	
source=Trademark assignment#page1.t	if
source=Trademark assignment#page2.t	if
source=Trademark assignment#page3.t	if

TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS MEGAComfort International Inc., the full post office address of whose principal office or place of business is 1600 Steeles Ave W, Suite 400, Concord, ON, Canada, L4K 3B9 ("Assignor"), is the owner of the trademark registration listed in Schedule "A" attached hereto (the "Trademark");

AND WHEREAS MEGA InTech Inc., the full post office address of whose principal office or place of business is 25 Evita Court, Thornhill, ON, Canada, L4J 8K6 ("Assignee") is desirous of acquiring the entire right, title and interest in and to the Trademarks;

AND WHEREAS Assignor and Assignee entered into an asset purchase transaction wherein Assignor sold various assets including the Trademark to Assignee on July 1, 2021 (the "Effective Date");

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

- 1. Assignor confirms its sale, assignment and transfer to Assignee all of its worldwide right, title and interest of Assignor in and to the Trademark, together with the goodwill attaching to the Trademark, and the right to recover for past infringement of the Trademark as at and on the Effective Date.
- 2. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 3. This Agreement may be amended only by written agreement executed by both parties hereto.
- 4. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective executors, successors and assigns.
- 5. The recitals to this Agreement are incorporated by reference herein and deemed to be an integral part of this Agreement.
- 6. This Agreement may be executed and delivered in any number of counterparts (including by email or other electronic means), each of which is deemed to be an original, and such counterparts together constitute one and the same instrument.

[Signature Page Follows]

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EXECUTED at North Vancouver, Province of British Columbia, Canada, this 14th day of December, 2022.

MEGAComfort International Inc.

Signature

Name: Kevin Karr

Position: Chief Financial Officer

EXECUTED at Thorn hill Province of Ontario, Canada, this 19 th day of Negamber 2022.

MEGA InTech Inc.

Signature

Name: Dr. Kevan Orvitz

Position:

CFO

SCHEDULE "A"

<u>U.S.:</u>

Tradement	
Hauemark	Registration/Application No.
2051-	
3DFits	6770410
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RECORDED: 01/19/2023