

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM791684

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900740018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GILDAN APPAREL (CANADA) LP		10/19/2022	Limited Partnership: CANADA

RECEIVING PARTY DATA

Name:	A.Y.K. INTERNATIONAL INC.
Street Address:	8250 EDISON, VILLE D' ANJOU
City:	QUEBEC
State/Country:	CANADA
Postal Code:	H1J 1S8
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	3074023	CUSHIONS YOUR SOLE
Registration Number:	2900412	DREAM SOLES
Registration Number:	2891741	KUSHYFOOT
Registration Number:	3663964	KUSHYFOOT
Registration Number:	2937450	MASSAGES YOUR FEET WITH EVERY STEP
Registration Number:	4549168	SECRET SILKY
Registration Number:	3231018	T+P THERAPYPLUS
Registration Number:	5350856	THERAPY PLUS

CORRESPONDENCE DATA

Fax Number:

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: 2483584400

Email: trademarks@brookskushman.com

Correspondent Name: ERICA D. KLEIN

Address Line 1: 1000 TOWN CENTER, 22ND FLOOR

Address Line 2: BROOKS KUSHMAN P.C.

Address Line 4: SOUTHFIELD, MICHIGAN 48075

ATTORNEY DOCKET NUMBER:	BOLA0152TA
DOMESTIC REPRESENTATIVE	
Name:	ERICA D. KLEIN
Address Line 1:	1000 TOWN CENTER, 22ND FLOOR
Address Line 2:	BROOKS KUSHMAN P.C.
Address Line 4:	SOUTHFIELD, MICHIGAN 48075
NAME OF SUBMITTER:	ERICA D. KLEIN
SIGNATURE:	/erica d klein/
DATE SIGNED:	03/03/2023
Total Attachments: 5 source=Notice#page1.tif source=CoverSheet#page1.tif source=Trademark assignments (final compiled) (1)#page1.tif source=Trademark assignments (final compiled) (1)#page2.tif source=Trademark assignments (final compiled) (1)#page3.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT made as of October 19, 2022 (the “**Effective Date**”), by and between **GILDAN APPAREL (CANADA) LP**, a limited partnership formed under the laws of Ontario, having its principal place of business at 600, de Maisonneuve Boulevard West, 33rd Floor, Montreal, Province of Quebec, Canada, H3A 3J2, Canada (the “**Assignor**”), and **A.Y.K. INTERNATIONAL INC.**, a Quebec corporation, having its principal place of business at 8250 Edison, Ville d’Anjou, Province of Quebec, Canada, H1J 1S8 (the “**Assignee**”).

WHEREAS the Assignor is the owner of the trademarks listed on Schedule “A” attached hereto, including any applications therefor or registrations thereof (the “**Trademarks**”);

WHEREAS pursuant to an Asset Purchase Agreement entered into as of September 21, 2022 between the Assignor and the Assignee (the “**Asset Purchase Agreement**”), the Assignee has agreed to acquire all of the Assignor’s rights, title and interest in and to the Trademarks and the goodwill associated therewith; and

WHEREAS the Assignor and the Assignee desire to memorialize the transfer of the Trademarks from the Assignor to the Assignee.

NOW, THEREFORE, the Assignor declares as follows:

In consideration of the Asset Purchase Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee of all of the Assignor’s right, title and interest in and to the Trademarks and the goodwill connected with the use and as symbolized by the Trademarks, all common law and statutory rights related thereto, and all rights of renewal and extension if any relating thereto on a worldwide basis, as of the Effective Date.

The Assignor further confirms the transfer and assignment to the Assignee of the right to sue for past infringement, to institute or continue opposition and cancellation proceedings or other legal proceedings and to recover and retain all damages and profits arising in connection with such Trademarks.

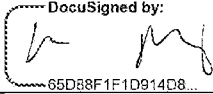
The Assignor undertakes to, upon the written request of the Assignee, execute all papers, make all rightful oaths, testify on behalf of the Assignee, and do all other acts necessary to carry out the intent of this Agreement, as well as to provide such other material, information and/or assistance as the Assignee may consider necessary.

This Agreement shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their direction and all those in privity therewith.

This Agreement is governed by, and shall be construed and interpreted in accordance with the laws of the Province of Québec and the federal laws of Canada, applicable therein, without regard to conflict of law principles. It is the express wish of the parties hereto that this Agreement be drawn up in English. La volonté expresse des parties aux présentes est que ce document soit rédigé en anglais.

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers as at the date first above written.

A.Y.K. INTERNATIONAL INC.

Per:  _____
Name: Asher Krausz
Title: President

GILDAN APPAREL (CANADA) LP, by its general partner 8924856 CANADA INC.

Per: _____
Name: David Voizard
Title: VP Financial reporting & SOX Compliance

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IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed and signed by their duly authorized officers as at the date first above written.

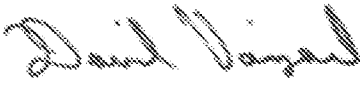
A.Y.K. INTERNATIONAL INC.

Per:

Name: Asher Krausz
Title: President

GILDAN APPAREL (CANADA) LP, by its general partner 8924856 CANADA INC.

Per:



Name: David Voizard
Title: VP Financial reporting & SOX

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