

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM830208

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		08/08/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Maison Battat, Inc.		
Street Address:	8440 Darnley Road		
Internal Address:	Attn: Joseph Battat		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H4T 1M4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4953091	MALORY	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(914) 450-6651		
Email:	ASLangsam@gmail.com		
Correspondent 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:	08/08/2023		
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 a/k/a Maison J. Battat, Ltd. and/or Maison J. Battat, Ltee./Ltd. a/k/a Maison J. Battat, Ltd./Ltee (a consequence of the dual French - English language requirements of the Province of Quebec, Canada 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 upon obtaining the execution of the Asset Purchase Agreement and Trademarks 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 US trademarks 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, Assignor wishes to confirm the effect of the legal transfer of the identified Trademarks and associated goodwill to Assignee and to make of record Assignee's acquisition, making of record and recordation of the Assignment of the Registered Trademarks to Assignee, along with the associated goodwill, from Assignor including all of its then owned rights, title and interest in, to and under such Registered Marks and the associated goodwill, including the US Registrations and the associated goodwill;

WHEREAS, Assignor was often mistakenly referred to as a Limited Liability Company formed and operating within Canada when, in fact, it is and was always a Corporation formed and operating within Canada;

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, in the United States and 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 ownership and

enjoyment and enforceability of Marks, and the associated goodwill 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 their associated goodwill.

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 and associated goodwill, 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. a/k/a Maison J. Battat, Ltd.
a/k/a Maison J. Battat Ltee./Ltd**



Date: August 8, 2023

By
Name: Joseph Battat
Title: Chief Executive Officer

Exhibit A

Mark

Registration No.

MALORY

4953091