

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM834029

| | |
|------------------------------|--------------------------|
| SUBMISSION TYPE: | RESUBMISSION |
| NATURE OF CONVEYANCE: | NUNC PRO TUNC ASSIGNMENT |
| EFFECTIVE DATE: | 12/03/2019 |
| RESUBMIT DOCUMENT ID: | 900793399 |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|-----------------------|
| Battat Incorporated | | 08/15/2023 | Corporation: DELAWARE |

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: 13

| Property Type | Number | Word Mark |
|----------------------|---------|-------------|
| Registration Number: | 5402971 | ALIANE |
| Registration Number: | 5562503 | AILEEN |
| Registration Number: | 5423799 | ARIZONA |
| Registration Number: | 5403155 | BLUEBELL |
| Registration Number: | 5403154 | ELULA |
| Registration Number: | 5403156 | POPPY |
| Registration Number: | 5403157 | KELTIE |
| Registration Number: | 5403158 | SARINIA |
| Registration Number: | 5562397 | DILLY DALLY |
| Registration Number: | 5562399 | LOOPSY |
| Registration Number: | 5562400 | OWL BE BACK |
| Registration Number: | 5562441 | LOLLI HOP |
| Registration Number: | 5291064 | HOOTY-HOO |

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: 9144506651
Email: ASLangsam@GMail.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: 08/23/2023

Total Attachments: 3

source=PDF CONFIRMATORYH ASSIGNMENT BI TO MBI copy#page1.tif

source=PDF CONFIRMATORYH ASSIGNMENT BI TO MBI copy#page2.tif

source=PDF CONFIRMATORYH ASSIGNMENT BI TO MBI copy#page3.tif

CONFIRMATORY ASSIGNMENT OF TRADEMARKS

This Confirmatory Assignment (the "Assignment") is made, effective as of and entered into on the Asset Purchase Agreement executed on or about December 3, 2019, with the parties being the Assignor and the Assignee as indicated below and is confirmed as of the signature date below (the earliest of which is the "Effective Date") by and between Battat Incorporated a/k/a Battat Inc. a corporation of the state of Delaware with an address at Plattsburgh, New York (Assignor) on one hand, and Maison Battat Inc. a corporation of Canada with an address of 8440 Darnley Road, Montreal, Canada H4T 1M4 and hereinafter "Assignee", (Assignor and Assignee may sometimes be referred to herein collectively as the "Parties" and/or each individually as a "Party");

WHEREAS, Assignor was the owner of many US trademarks (US Trademarks) as used in the US, as listed on Exhibit A, which proceeded to registration within the United States Patent and Trademark Office (the "Registrations"); and

WHEREAS, Assignor was also the owner of common law rights to the US Trademarks some of which proceeded to US Registrations (Prior Common Law Marks), also as shown on the attached Exhibit A (collectively the Registered Marks and the Common Law marks comprise the assigned Marks, Listed on Exhibit A;

WHEREAS, Assignor assigned the same i.e., all Registered and common law used Marks long ago along with the associated goodwill to the related owned and operated and predecessor entity 9349-0639 Quebec, Inc., a corporation of Canada, which then by simple change of name became the ultimate and current owner and Assignee, Maison Battat, Inc; and

WHEREAS, **Assiognor and Assignee** wish to confirm the acquisition, make of record, and record the Assignment of the Registered and common law Trademarks to Assignee, all as listed on Exhibit A, along with the associated goodwill, from Assignor to Assignee including all of its right, title and interest in, to and under such Registered and common law rights and the 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 i.e., Masion Battat Inc.'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 Registered and common law Marks and all other marks applied for by Assignor 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.

Assignor hereby represents and warrants that Assignor had 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 the associated goodwill, as it is Assignee with 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.

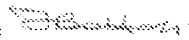
Assignor hereby agrees to execute any and all further documents or papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby sought to be transferred.

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 by an authorized person in the name of and on behalf of the Assignor and for the benefit of the Assignee on the date indicated below by its duly authorized officer.

ASSIGNOR:
Battat Incorporated a/k/a Battat Inc.

Date: August 15, 2023

By: 

Name: Joseph Battat
Title: Chief Executive Officer

EXHIBIT A

| Mark | Serial No. | Reg. No. |
|-------------|-------------------|-----------------|
| ALIANE | | 5402971 |
| AILEEN | | 5562503 |
| ARIZONA | | 5423799 |
| BLUE BELL | | 5403155 |
| ELULA | | 5403154 |
| POPPY | | 5403156 |
| KELTIE | | 5403157 |
| SARINIA | | 5403158 |
| DILLY DALLY | | 5562397 |
| LOOPSY | | 5562399 |
| OWL BE BACK | | 5562400 |
| LOLLYHOP | | 5562441 |
| HOOTY HOO | | 5291064 |
| | | |
| | | |
| | | |
| | | |
| | | |