

TRADEMARK ASSIGNMENT COVER SHEET

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ETAS ID: TM871183

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	11/16/2016
RESUBMIT DOCUMENT ID:	900829819

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Maison Joseph Battat, Ltd./Ltee.		12/17/2023	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Maison Battat Inc.
Also Known As:	AKA 9349-0639 Quebec, 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:	5649835	ELEPHANTABULOUS

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

ATTORNEY DOCKET NUMBER:	BATTAT - 01
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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:	01/25/2024
Total Attachments: 4 source=CONFIRMATORYwithExhAElephantabulous#page1.tif source=CONFIRMATORYwithExhAElephantabulous#page2.tif source=CONFIRMATORYwithExhAElephantabulous#page3.tif source=CONFIRMATORYwithExhAElephantabulous#page4.tif	

NUNC PRO TUNC ASSIGNMENT OF TRADEMARKS

This Confirmatory and Corrective Assignment (this "Assignment") is made and entered into as of the date of last signature below but considered to be effective and confirmed as of the date of the prior Assignments signed by the same signatories (believed to have happened on or about November 16, 2016, for those trademarks, Registrations and applications for Registration then in existence) and others mentioned hereinbelow on Exhibit A and is made by and between closely related entities and entities known and referred to as and doing business as indicated but with other but related names, all owned, controlled and operated by Joseph Battat as President and CEO of the stated various entities along with his brother Dany Battat, Vice President at the time of execution and confirmation, for the various entities, with the entities being referred to in various business documents as Maison Joesph Battat Ltd. a limited liability company (sic) of Canada with an address at the time of operation and business of 8440 Darnley Road, Montreal Canada H4T 1M4, yet more correctly and properly a true corporate entity of Canada that should be and should have been referred to as Maison J. Battat Ltd./Ltee. an actual corporation of Canada with the business address of 8440 Darnley Road, Montreal Quebec, Canada H4T 1M4 (all collectively referred to as Maison J. Battat Ltd./Ltee. the use of both Ltee. and Ltd. being a function of the then believed current bilingual law of Quebec, Canada (and along with Maison Joseph Battat Ltd./Ltee. (all referred to collectively as the Maison J. Battat Ltd./Ltee. Assignors) and an intermediate receiving party, referred to as 9349-0639 Quebec, Inc. a corporation of Canada, with a business address also of 8440 Darnley Road, Montreal, Canada H4T 1M4 who, by change of name became Maison Battat Inc. (referred to hereinafter as Maison Battat, Inc. Assignee), being a current Canadian Corporation also with an address at 8440 Darnley Road, Montreal Canada H4T 1M4, (Assignors and Assignee may sometimes be referred to herein collectively as the "Parties" and/or each individually as a "Party").

In addition, this Confirmatory and Corrective Assignment of trademarks listed is meant to confirm and also make of record the transfer of all right, title, and interest, along with the associated goodwill, of the marks set forth below on Exhibit A, which were previously owned at the time and transferred from Battat Inc. (a Delaware state entity) to 9349-0639 Quebec Inc. and then from it also to Maison Battat Inc. Assignee and/or from Battat Inc. of Delaware directly to Maison Battat, Inc Assignee.

WHEREAS, by Assignments of years ago the Maison J. Battat Ltd./Ltee.. Assignors, assigned certain marks as listed on Exhibit A, to 9349-0639 Quebec, Inc. and 9349-0639 Quebec, Inc. became known as Maison Battat, Inc. as a consequence of the change of name of the receiving company (again the Maison Battat, Inc. Assignee);

WHEREAS the indicated entities of this Confirmatory Assignment made application for and became the registered owner of the marks listed below and/or attached on Exhibit A;

WHEREAS, in certain US Trademark Registrations Masion J. Battat, Inc. was innocently and incorrectly identified as the owner of the marks and the associated goodwill for the identified Registrations set forth iun Exhibit A, and, in fact, the Owner and Assignor of the marks, the associated good will and the identified Registrations was Maison Joesph Battat Ltee./Ltd. as set forth and identified above and the latter was a corporation of Canada,

WHERAS, Maison J. Battat Inc. And Maison Joseph Battat Ltd/Ltee. by mesne Assignments of all US and Foreign rights, registrations and associated goodwill in and to the marks identified below in Exhibit A, assigned and transferred the same, including the associated goodwill to 9349-0639

Quebec, Inc. a corporation of Canada, which, by change of name became Maison Battat Inc. still a corporation of Canada;

And

WHEREAS, Maison Joseph Battat, Ltd./Ltee. Assignors and Maison Battat Inc. Assignee wish to confirm those assignments in the past of the Marks, the US Registered Marks, the Registrations as identified and the associated goodwill set forth in Exhibit A so as to confirm current ownership of the same and all of the right, title and interest in, to and under such Marks and the Registrations and associated goodwill, all in the entity of **Maison Battat, Inc.**

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 Maison Battat Inc. Assignee for its 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 any of the Maison Joseph Battat, Ltee/Ltd. Assignors as if this Assignment had not been made, Assignors' entire right, title and interest in, to and under the Property, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Marks set forth on Exhibit A and that part of Assignors' business connected with the use thereof and symbolized thereby, and any and all of Assignors' other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, all 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 Assignors as of the date of the original Assignments and/or the date hereof or that may become known after the date of this Confirmatory Assignment to the extent relating to the Marks and the associated goodwill.

Assignors hereby represent and warrant that they have and had the full right to confirm and to have conveyed the interest assigned by this Confirmatory Assignment, and that they have not conveyed any interest in or right to the listed Trademarks of Exhibit A, nor the associated goodwill to the marks to any third party.

Assignors authorize and request the US Trademark Office to record Assignee as the owner of the Marks of Exhibit A, the Registrations and the Associated Goodwill in the name and as of the property of 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.

Assignors hereby agree 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 confirmed as transferred.

This Assignment may be executed in one or more counterparts which, when taken together, shall constitute a single instrument, and shall be effective when all Parties have executed a counterpart and may be executed by facsimile or PDF signature, with all facsimile and PDF signatures to be deemed original signatures and equivalent thereto for all purposes.

IN WITNESS WHEREOF, we have caused this Confirmatory and Corrective Assignment to be duly executed below on the dates indicated by their duly authorized officers.

ASSIGNOR: Battat Incorporated


Date: December 17, 2023 BY:



Name: Joseph Battat
Title: President

ASSIGNORS:

Date: December 17, 2023 BY:



An Officer and
Representing:

Maison Joseph Battat, Inc.
Maison Joseph Battat Ltd./Ltee.
Maison J. Battat, Ltd/Ltee. and
Battat, Inc. .

ASSIGNEE

Date: December 17, 2023 Maison Battat Inc.



Name: Joseph Battat
Title: CEO and President

Exhibit A of Assigned Marks from the Assignors to the Assignee, Maison Battat, Inc.

ELEPHANTABULOUS Serial No. 87255572

Reg. No. 5649835