

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM366996

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TB Concept, Inc.		09/08/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	9380671 Canada Inc.		
Street Address:	17 Rue des Mandrills, Ste-Marguerite Du-Lac-Masson		
City:	Quebec		
State/Country:	UNITED STATES		
Postal Code:	J0T1L0		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3382891	INSUGUARD	
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:	2127636800		
Email:	trademarks@vanfelieu.com		
Correspondent Name:	Monica P. McCabe, Esq.		
Address Line 1:	60 East 42nd Street, 51st Floor		
Address Line 2:	Vandenberg & Felieu LLP		
Address Line 4:	New York, NEW YORK 10165		
ATTORNEY DOCKET NUMBER:	TB CONCEPT ASSIGNMENT		
DOMESTIC REPRESENTATIVE			
Name:	Monica P. McCabe, Esq.		
Address Line 1:	60 East 42nd Street, 51st Floor		
Address Line 2:	Vandenberg & Felieu LLP		
Address Line 4:	New York, NEW YORK 10165		
NAME OF SUBMITTER:	Monica P. McCabe		
SIGNATURE:	/monica p. mccabe/		

CH \$40.00 3382891

DATE SIGNED:	12/24/2015
Total Attachments: 2 source=TRADEMARK ASSIGNMENT#page1.tif source=TRADEMARK ASSIGNMENT#page2.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment") is made as of September 8, 2015 ("Effective Date"), by and between T.B. Concept Inc., a corporation of Canada, having an address of 17 Rue des Mandrills, Ste-Marguerite Du-Lac-Masson, Quebec J0T1L0 Canada, (the "Assignor") and 9380671 Canada Inc., a corporation of Canada, having an address of 17 Rue des Mandrills, Ste-Marguerite Du-Lac-Masson, Quebec J0T1L0 Canada (the "Assignee" and together with Assignor, the "Parties").

WHEREAS, Assignor is owner of the right, title and interest in, to and under the following U.S. trademark registration ("Trademark"):

INSUGUARD U.S. Registration No. 3,382,891;

WHEREAS, Assignor represents that Assignor is entitled to the right, title and interest in the Trademark;

WHEREAS, Assignor desires to transfer to Assignee its entire right, title, and interest in and to the Trademark in such form as to permit the recording by Assignee of such transfer and Assignee desires to obtain ownership of the Trademark; and

NOW THEREFORE, in consideration of the foregoing promises and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby irrevocably assigns, transfers and conveys unto Assignee its entire right, title and interest in and to the Trademark and all elements thereof, including, without limitation, all registrations and applications therefor, and all goodwill associated with the Trademark, and all rights to sue for past, present and future infringements or misappropriations of the Trademark and rights of recovery for past infringement of the Trademark by third parties.
2. The Assignor hereby authorizes Assignee, its successors and assigns, or anyone it may properly designate, to execute, file and deliver such instruments in the United States as may be necessary, appropriate or desirable to establish Assignee's record ownership of the Trademark. Assignor does hereby covenant and agree with Assignee that Assignor will upon the reasonable request of Assignee, without further or additional consideration, but at the expense of Assignee, execute such additional writings and do such additional acts that are necessary to perfect the Assignee's ownership of the Trademark, and render all necessary assistance in establishing Assignee's record ownership of the Trademark.
3. This Agreement has been executed and delivered by the Assignor for the purpose of recording the transfer of ownership in the Trademark with the United States Patent and Trademark Office. The Assignment Agreement shall remain in full force and effect in accordance with its terms.
4. Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this Assignment.
5. This Assignment may be modified only pursuant to a writing executed by both Parties.

6. This Assignment may be executed simultaneously in one or more facsimile counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the date(s) set forth below, with effect as of the Effective Date.

ASSIGNOR:

T.B. CONCEPT INC.



Name: Christian Montplaisir
Title: Secretary Treasurer

ASSIGNEE:

9380671 CANADA INC.



Name: Martin Boudreau
Title: President