

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420355

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Soaring Attractions Limited Partnership		12/26/2016	Limited Partnership: CANADA
Flying Over Canada Productions Inc.		12/26/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Brewster Inc.		
Street Address:	100 Gopher Street		
City:	Banff, Alberta		
State/Country:	CANADA		
Postal Code:	T1L 1J3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5129859	FLYOVER	
Registration Number:	5114733	FLYOVER	
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:	623-537-7771		
Email:	saintlaw@aol.com		
Correspondent Name:	Rebecca S. Nittle		
Address Line 1:	9409 W Elm St		
Address Line 4:	Phoenix, ARIZONA 85037		
DOMESTIC REPRESENTATIVE			
Name:	Rebecca S Nittle		
Address Line 1:	9409 W Elm St		
Address Line 4:	Phoenix, ARIZONA 85037		
NAME OF SUBMITTER:	Rebecca S. Nittle, Arizona Bar Member		

OP \$65.00 5129859

SIGNATURE:	/Rebecca S Nittle/
DATE SIGNED:	03/20/2017
Total Attachments: 6 source=Assignment 12-29-16 6 pg#page1.tif source=Assignment 12-29-16 6 pg#page2.tif source=Assignment 12-29-16 6 pg#page3.tif source=Assignment 12-29-16 6 pg#page4.tif source=Assignment 12-29-16 6 pg#page5.tif source=Assignment 12-29-16 6 pg#page6.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") effective as of this 29 day of December 2016 (the "Effective Date"), is made by and between **SOARING ATTRACTIONS LIMITED PARTNERSHIP**, a partnership of Soaring Attractions, Inc., Strang Geddes Investments, Inc. and Aquilini Properties Limited Partnership, a partnership formed and existing under the laws of the country of Canada, with offices at 212 - 525 Seymour Street, Vancouver, British Columbia, V6B 3H7, Canada, **FLYING OVER CANADA PRODUCTIONS INC.**, a corporation incorporated and existing under the laws of British Columbia, with offices at 215 - 209 Carrall Street, Vancouver, British Columbia, V6B 2J2, Canada (collectively, "Assignor") and **BREWSTER INC.**, a corporation incorporated and existing under the laws of the country of Canada, with offices having an address at P.O. Box 1140, 100 Gopher Street, Banff, Alberta, Canada, T1L 1J3 ("Assignee").

WHEREAS Assignor is the owner of the trademarks listed in Schedule A, including all formatives and variations thereof and any associated design logos and word marks, all common law rights therein, and any and all trademark registrations and applications therefor, as identified on Schedule A (collectively, the "Trademarks"), together with the goodwill of the business symbolized thereby;

WHEREAS Assignor is the owner of the copyright registration listed in Schedule B (the "Copyright");

WHEREAS Assignor is the owner of the domain name registrations listed in Schedule C (the "Domain Names");

WHEREAS the parties hereto are parties to that certain Asset Purchase Agreement dated the date hereof (the "APA"), whereby Assignee (as the "Purchaser" therein) acquired from Assignor (referred to as the "Vendors" therein) the worldwide ownership and rights to: (a) the Trademarks, and the part of the business to which the Trademarks pertain, including without limitation, the trademark applications and registrations identified on Schedule A hereto; (b) the Copyright; and (c) the Domain Names;

WHEREAS Assignee, successor-in-interest to the business to which the Trademarks pertain, wishes to acquire from Assignor all rights, title and interests in and to the Trademarks and the goodwill associated therewith, the Copyright and the Domain Names and Assignor wishes to transfer and assign to Assignee all rights, title and interests in and to the Trademarks, Copyright and Domain Names; and

WHEREAS, as of the Effective Date of this Assignment, the Statements of Use required in the prosecution of any of the United States trademark applications identified on Schedule A have been filed;

NOW, THEREFORE, for good and valuable consideration as set forth in the APA entered into simultaneously with this Assignment, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Assignment.** Assignor hereby conveys, transfers and assigns irrevocably to Assignee, all rights, title and interests in and to: (a) the Trademarks throughout the world, together with the registrations and any pending applications thereof and the goodwill of the business symbolized thereby in connection with the goods and/or services for which the Trademarks are used; (b) the Copyright; and (c) the Domain Names; together with all rights to sue for past, present or future infringements and misappropriations of any of the foregoing.
2. **Assurances.** Assignor agrees on its own behalf, as well as on behalf of its parents, subsidiaries, affiliates, principals, officers, directors, owners, successors, assigns, legal representatives and all Vendors (collectively "Assignor Related Parties"), to execute and deliver to Assignee all such further assignments, transfers, authorizations, powers of attorney, assurances and other papers, and to perform any and all further acts as may be deemed reasonably necessary or desirable by Assignee for Assignee to obtain the full benefit of this Assignment, including, without limitation, documentation in connection with the recording of this Assignment in the United States Patent and Trademark Office and any other national or regional governmental intellectual property office. Assignor further agrees that it, as well as Assignor Related Parties, will upon the reasonable requests of Assignee, communicate to Assignee or its representatives, any facts relating to the Trademarks and the history and status thereof, which are known or should be known to Assignor or Assignor Related Parties.
3. **Assignor's Representations.** Assignor represents and warrants: (a) that Assignor is the exclusive owner of the Trademarks, Copyright and Domain Names listed on Schedules A, B and C, respectively; (b) that Assignor possesses all rights, title and interest in and to the Trademarks, Copyright and Domain Names listed on Schedules A, B and C, respectively; (c) that Assignor has the full right, power and authority to enter into this Assignment and has secured all necessary approvals related thereto; (d) that the Trademarks do not infringe on the rights of any other person or entity; (e) that the rights transferred in this Assignment are free of any lien, encumbrance or adverse claim; and (f) that no other assignment, transfer, encumbrance or sale has been or will be made by it or Assignor Related Parties which conflicts with or is inconsistent with this Assignment; except as otherwise disclosed in Schedule D.
4. **Binding Terms.** This Assignment shall be binding upon Assignor and Assignor Related Parties.
5. **Jurisdiction.** This Assignment shall be construed and interpreted in accordance with and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without regard to the conflicts of law principles thereof.
6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same Assignment.


[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Assignment on the Effective Date written above.


ASSIGNOR

SOARING ATTRACTIONS LIMITED
PARTNERSHIP, acting through its general
partner, SOARING ATTRACTIONS INC.

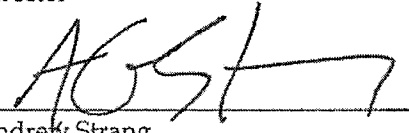
FLYING OVER CANADA
PRODUCTIONS INC.

By: 

Stephen Geddes
Director

By: 

Stephen Geddes
Director

By: 

Andrew Strang
Director

ASSIGNEE

BREWSTER INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties have executed this Assignment on the Effective Date written above.

ASSIGNOR

SOARING ATTRACTIONS LIMITED
PARTNERSHIP, acting through its general
partner, SOARING ATTRACTIONS INC.

FLYING OVER CANADA
PRODUCTIONS INC.

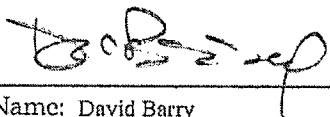
By: _____
Stephen Geddes
Director

By: _____
Stephen Geddes
Director

By: _____
Andrew Strang
Director

ASSIGNEE

BREWSTER INC.

By: 
Name: David Barry
Title: Chairman of the Board

**ASSIGNOR ACKNOWLEDGEMENT
SOARING ATTRACTIONS LIMITED PARTNERSHIP**

Before me, a notary public in and for the Province of British Columbia, on this ____ day of December, 2016, personally appeared Stephen Geddes, personally known to me, or proved to me on the basis of satisfactory evidence to be the President of Soaring Attractions Inc., in its capacity as general partner of said limited partnership, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for and on behalf of said limited partnership.

WITNESS my hand and official seal.

Signature: _____

Print name: John Bullock

My Commission expires: N/A

JOHN T. BULLOCK
BARRISTER AND SOLICITOR
STIKEMAN ELLIOTT LLP
SUITE 1700 PARK PLACE 666 BURRARD STREET
VANCOUVER, BRITISH COLUMBIA, CANADA
V6C 2X3 (604) 631-1300

**ASSIGNOR ACKNOWLEDGEMENT
FLYING OVER CANADA PRODUCTIONS, INC.**

Before me, a notary public in and for the Province of British Columbia, on this ____ day of December, 2016, personally appeared Stephen Geddes, personally known to me, or proved to me on the basis of satisfactory evidence to be the President of said corporation, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for and on behalf of said corporation.

WITNESS my hand and official seal.

Signature: _____

Print name: John Bullock

My Commission expires: N/A

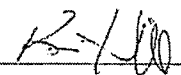
JOHN T. BULLOCK
BARRISTER AND SOLICITOR
STIKEMAN ELLIOTT LLP
SUITE 1700 PARK PLACE 666 BURRARD STREET
VANCOUVER, BRITISH COLUMBIA, CANADA
V6C 2X3 (604) 631-1300

Signature page to Intellectual Property Assignment

ASSIGNEE ACKNOWLEDGEMENT
BREWSTER INC.

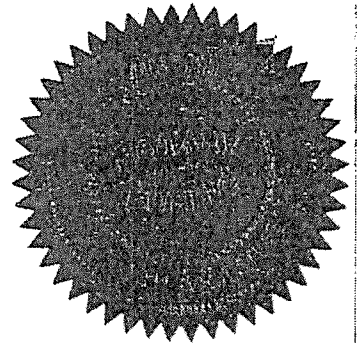
Before me, a notary public in and for the City of Vancouver, on this 28th day of December, 2016, personally appeared David Barry, personally known to me, or proved to me on the basis of satisfactory evidence to be the Chairman of the Board of Brewster Inc., whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity for and on behalf of said corporation.

WITNESS my hand and official seal.

Signature: 

Print name: Kevin Hill

My Commission expires: December 31, 2016 (notary seal)



KEVIN HILL
Barrister & Solicitor
BLAKE, CASSELS & GRAYDON LLP
Suite 2600, Three Bentall Centre
595 Burrard St., P.O. Box 49314
Vancouver, B.C. V7X 1L3
(604) 631-4217

Signature page to Intellectual Property Assignment