

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM463455

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Sher-Wood Athletics Group, Inc.		02/09/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	INA Internatioal Ltd.		
Street Address:	824 41st Avenue NE		
City:	Calgary, Alberta		
State/Country:	CANADA		
Postal Code:	T2E 3R3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	0949741	SHER-WOOD	
Registration Number:	1231212	5030	
Registration Number:	1775342	SHER-WOOD	
Registration Number:	1248471	P.M.P. 5030	
Registration Number:	1867381	SHER-WOOD	
Registration Number:	5370245	UNDERCOVER	
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:	240.453.9211		
Email:	llevy@belleskatz.com		
Correspondent Name:	Louis J. Levy		
Address Line 1:	12115 Trailridge Drive		
Address Line 4:	Potomac, MARYLAND 20854		
NAME OF SUBMITTER:	Louis J. Levy		
SIGNATURE:	/louis j. levy/		
DATE SIGNED:	02/27/2018		

OP \$165.00 0949741

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Agreement") dated February 9, 2018 is entered into by and between **Sher-Wood Athletics Group Inc.** ("Assignor"), a corporation situated at 2745, rue de la Sherwood, Sherbrooke, Quebec, Canada J1K 1E1, and **INA International Ltd.** ("Assignee"), a corporation situated at 824 41st Avenue NE, Calgary, Alberta, Canada T2E 3R3.

RECITALS:

- A. Assignor is the owner of the trademark registrations and trademark applications listed in Schedule "A" attached hereto (the "Trademarks");
- B. Assignor and Assignee entered into an Asset Purchase Agreement dated as of January 27, 2018 (the "Purchase Agreement");
- C. Pursuant to the Purchase Agreement, Assignor agreed to sell to Assignee its entire right, title and interest in, to, and under the Trademarks; and
- D. Assignor and Assignee wish to enter into this Agreement for the sole purpose of confirming and memorializing the applicable terms of the Purchase Agreement, and making said terms of record in the intellectual property offices of the relevant jurisdictions.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

Assignor hereby confirms that it hereby sells, assigns, and transfers to Assignee, its successors and assigns, all of Assignor's right, title, and interest in, to and under the Trademarks, and all applications, registrations, and renewals for any of the foregoing, together with the goodwill associated with and symbolized by each of the foregoing, and including the right to recover damages, for any past, present, or future infringement, misappropriation and/or dilution of the Trademarks.


Assignor hereby agrees and undertakes to execute, whenever requested by Assignee, all documents and to take such further actions that are reasonably deemed necessary for Assignee's securing, prosecuting and maintaining all of the Trademarks.

Notwithstanding anything to the contrary herein, in the event of any conflict or inconsistency between the terms of this Assignment Agreement and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail, and nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives.

SIGNED at TORONTO this 9th day of FEBRUARY, 2018

SHER-WOOD ATHLETICS GROUP INC.

By: 
Name: ENZO MACRI
Title: PRESIDENT

By: _____
Name: _____
Title: _____

SIGNED at _____ this _____ day of _____, 2018

INA INTERNATIONAL LTD.

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed by their duly authorized representatives.

SIGNED at _____ this _____ day of _____, 2018


SHER-WOOD ATHLETICS GROUP INC.

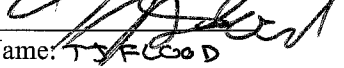
By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

SIGNED at TORONTO this 9TH day of February, 2018



INA INTERNATIONAL LTD.

By: 
Name: Douglas B. Nathanson
Title: General Counsel

By: 
Name: TY FLOOD
Title: PRESIDENT

SCHEDULE "A"

Trademarks:

Trademark	Country	Registration No. / Application No.
SHER-WOOD	Canada	TMA218044
SHER-WOOD	Canada	TMA583498
SWD DESSIN 	Canada	TMA717139
SHER-WOOD	Canada	TMA419902
TRUE TOUCH TECHNOLOGY	Canada	TMA781788
SWD	Canada	TMA795482
5030	Canada	TMA262340
FEATHER-LITE	Canada	TMA263018
P.M.P. 5030	Canada	TMA284204
UNDERCOVER	Canada	TMA902557
BPM & design 	Canada	Application No. 1794558
SHER-WOOD	Finland	100243
SHER-WOOD	China	4285786
SHER-WOOD	United States	0949741
SHER-WOOD	Russian Federation	515995
5030	United States	1231212
SHER-WOOD	Czech Republic	260065
SHER-WOOD	Slovakia	210485
SHER-WOOD	United States	1775342
P.M.P. 5030	United States	1248471
SHER-WOOD	Japan	0002168359

SHER-WOOD	EUTM	003327137
SHER-WOOD	United States	1867381
SHER-WOOD	Switzerland	P-346637
SHER-WOOD	France	1352144
SHER-WOOD	Germany	1102564
SHER-WOOD	Switzerland	546615
SHER-WOOD SL	EUTM	011003811
UNDERCOVER	United States	5370245
SHER-WOOD	China	Application No. 27094105