

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468590

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GNR TECHNOLOGIES INC.		09/11/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	CHECKERS INDUSTRIAL SAFETY PRODUCTS CANADA INC.		
Street Address:	4000-1155 boulevard Rene-Levesque Ouest		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B-3V2		
Entity Type:	Corporation: QUEBEC		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3381774	SAFETY RIDER	
Registration Number:	2219924	EASY RIDER	
Registration Number:	2391125	HOME PARK-IT	
Registration Number:	2121368	PARK-IT	
CORRESPONDENCE DATA			
Fax Number:	3036293450		
<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:	801-933-7360		
Email:	ip.dccket.slc@dorsey.com		
Correspondent Name:	Dorsey & Whitney LLP		
Address Line 1:	111 South Main Street, Suite 2100		
Address Line 2:	L. Grant Foster and Tiffany D.W. Shimada		
Address Line 4:	Salt Lake City, UTAH 84111-2176		
ATTORNEY DOCKET NUMBER:	506315-1		
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal		
SIGNATURE:	/Jody L. Burtner/		
DATE SIGNED:	04/04/2018		
Total Attachments: 6			

OP \$115.00 3381774

source=GNR to Checkers CA Trademark Assignment#page1.tif
source=GNR to Checkers CA Trademark Assignment#page2.tif
source=GNR to Checkers CA Trademark Assignment#page3.tif
source=GNR to Checkers CA Trademark Assignment#page4.tif
source=GNR to Checkers CA Trademark Assignment#page5.tif
source=GNR to Checkers CA Trademark Assignment#page6.tif

TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made effective the 11th day of September, 2015.

BETWEEN:

CHECKERS INDUSTRIAL SAFETY PRODUCTS CANADA
INC., a corporation existing under the laws of the Province of
Québec (the "Purchaser")

- and -

GNR TECHNOLOGIES INC., a corporation existing under the
laws of Canada (the "Vendor")

WHEREAS:

- A. Pursuant to the terms of an Asset Purchase Agreement between, *inter alios*, the Purchaser and the Vendor dated September 11, 2015 (the "Purchase Agreement"), the Vendor has agreed to sell and the Purchaser has agreed to purchase the Purchased Assets (as that term is defined in the Purchase Agreement) on the terms and conditions contained in the Purchase Agreement;
- B. The Vendor, the full post office address of whose principal office or place of business is 990 rue d'Upton, Montréal, Québec, H8R-2T9, Canada, is the owner of the trademarks and corresponding trademark registrations and applications listed in Schedule "A" attached hereto (the "Trademarks");
- C. The Purchaser, the full post office address of whose principal office or place of business is 4000-1155 boulevard René-Lévesque Ouest, Montréal, Québec, H3B-3V2, Canada, is desirous of acquiring ownership of all right, title and interest in and to the Trademarks;
- D. The Purchaser and the Vendor wish to enter into this Agreement pursuant to the terms of the Purchase Agreement for the purpose of evidencing the conveyance, assignment and assumption of the Trademarks to and by the Purchaser in accordance with the terms of the Purchase Agreement;

NOW THEREFORE, in consideration of the premises and the mutual agreements set out in the Purchase Agreement and this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by each party hereto), the parties hereto hereby agree as follows:

- 1. **Defined Terms.** All capitalized terms used in this Agreement (including in the recitals to this Agreement) which are not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. New Defined Terms. Throughout this Agreement, except as otherwise expressly provided, the following terms shall have the following corresponding meanings:
 - (a) "Agreement", "this Agreement", "the Agreement", "hereof", "herein", "hereto", "hereby", "hereunder" and similar expressions mean this trademark assignment agreement made as of the date first written above between the Purchaser and the Vendor, including all schedules and all instruments amending or restating this Agreement. All references to "Sections" mean and refer to the specified section of this Agreement.
 - (b) "Purchase Agreement" shall have the meaning ascribed to it in Recital A.
1. Conveyance. Pursuant to the terms and for the consideration provided for in the Purchase Agreement, the Vendor hereby sells, assigns, transfers, grants and conveys unto the Purchaser, all of Vendor's right, title, and interest in and to the Trademarks and all goodwill associated therewith, together with all income, royalties, and damages hereafter due or payable to Vendor, including without limitation, damages, and payments for past or future infringements and misappropriations of the Trademarks as well as all rights to sue and recover for past, present and future infringements or misappropriations thereof, and the Purchaser hereby purchases and accepts from the Vendor, as of and from the date of this Agreement, the entire right, title and interest of the Vendor in, to and under the Trademarks, in accordance with the terms and conditions of the Purchase Agreement.
2. Assumption. The Purchaser hereby accepts the Vendor's assignment and conveyance of the Trademarks;
3. Further Assurances. Vendor hereby covenants that it will execute all documents, papers, forms and authorizations and take all other actions that may be necessary for securing, completing, or vesting full right, title, and interest in and to the Trademarks to Purchaser at the sole cost and expense of the Purchaser.
4. No Derogation. This Agreement shall in no way limit or derogate from, shall not merge with and is without prejudice to the covenants, agreements, representations, warranties, indemnities and obligations of the Parties contained in the Purchase Agreement, all of which shall continue in full force and effect in accordance with the terms thereof. In the event of any conflict or inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
5. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provision in any other jurisdiction.
6. Survival. This Agreement shall survive the closing of the transactions contemplated in the Purchase Agreement.

7. **Successors and Assigns.** This Agreement shall enure to the benefit of and shall be enforceable by and against the parties hereto and their respective successors and permitted assigns. This Agreement shall be subject to the assignment provisions of the Purchase Agreement.
8. **Gender and Number.** Words in this Agreement which import the singular connotation shall be interpreted as plural, and vice versa, and words which import the masculine gender shall be interpreted as the feminine or neutral gender, and vice versa, each as the identity of the parties hereto or objects referred to may require.
9. **No Waiver.** The failure of a party hereto to strictly enforce any provision of this Agreement, or the waiver thereof by a party in any particular instance, shall not be construed as a general or continuing waiver of any such or similar provision, and such provision shall nevertheless be and remain in full force and effect.
10. **Time of Essence.** Time is of the essence of this Agreement.
11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.
12. **Counterparts.** This Agreement may be executed by the parties hereto in counterparts, each of which, when delivered, either in original or facsimile or other electronic form, shall be deemed to be an original and all of which together shall constitute one and the same instrument.
13. **English Language.** The parties hereby acknowledge that they have expressly required this Agreement be drafted in the English language only. *Les parties reconnaissent par les présentes avoir expressément exigé que cette convention soit rédigée en langue anglaise seulement.*

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHECKERS INDUSTRIAL SAFETY PRODUCTS
CANADA INC.



Per: _____

Name: Raymond Torres
Title: President, Chief Executive Officer and
Secretary

GNR TECHNOLOGIES INC.

Per: _____

Name: Louis Newman
Title: Authorized Signatory

[Signature Page - IP Assignment Agreement]

#11334998

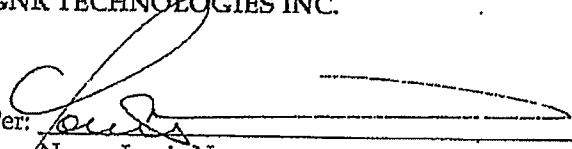
TRADEMARK
REEL: 006307 FRAME: 0304

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CHECKERS INDUSTRIAL SAFETY PRODUCTS
CANADA INC.

Per: _____
Name: Raymond Torres
Title: President, Chief Executive Officer and
Secretary

GNR TECHNOLOGIES INC.

Per:  _____
Name: Louis Newman
Title: Authorized Signatory

[Signature Page - IP Assignment Agreement]

#11331668

TRADEMARK
REEL: 006307 FRAME: 0305

SCHEDULE "A"

MARK	APPLICATION NUMBER OR REGISTRATION NUMBER			
	<u>CANADA</u>	<u>CHINA</u>	<u>UNITED STATE OF AMERICA</u>	<u>COMMUNITY TRADE-MARK (EU)</u>
GNR	-	9895853	-	011668266
Safety Rider	TMA672,985	9895714	3,381,774	-
Easy Rider	TMA533,049	9895715	2,219,924	-
Home Park-It	TMA533,050	-	2,391,125	-
Park-It	TMA533,051	9895716	2,121,368	-

#11334968