

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474229

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cross Path Capital LLC		04/23/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	Nolk Enterprises Inc.		
Street Address:	100 Lansdowne, Suite 205		
City:	St-Bruno-de-Montarville, QC		
State/Country:	CANADA		
Postal Code:	J3V 0B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87221725	PROPER POUR	
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:	(212) 203-1060		
Email:	vk@kasterlegal.com		
Correspondent Name:	Vanessa Kaster		
Address Line 1:	P.O. Box 583		
Address Line 4:	New York, NEW YORK 10028		
NAME OF SUBMITTER:	Vanessa Kaster		
SIGNATURE:	/Vanessa Kaster/		
DATE SIGNED:	05/16/2018		
Total Attachments: 2			
source=IP ASSIGNMENT AGREEMENT 2018.Apr.23[PROPER POUR]#page1.tif			
source=IP ASSIGNMENT AGREEMENT 2018.Apr.23[PROPER POUR]#page2.tif			

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IP ASSIGNMENT AGREEMENT

THIS IP ASSIGNMENT AGREEMENT is entered into on April 23, 2018 (the "Effective Date") by and between **Cross Path Capital LLC**, a limited liability company organized under the laws of the state of California owned by Mr. Jack Fallon (the "Assignor") and **Nolk Enterprises Inc.**, a company organized under the laws of the Province of Quebec managed and represented by Alexandre Renaud (the "Assignee").

WHEREAS Assignor and Assignee are parties to an asset purchase agreement dated February 6, 2018 (the "Purchase Agreement"), pursuant to which Assignor has agreed to, among other things, assign to Assignee all of Assignor's right, title and interest in and to certain designs, technology, trademarks, and logos used in connection with Cross Path Capital's Proper Pour business (the "Intellectual Property").

NOW, THEREFORE in consideration of the foregoing and the mutual agreements contained herein (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Without limiting the generality of the terms of the Purchase Agreement, the Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee all of Assignor's right, title and interest of any nature whatsoever in and to the Intellectual Property, including all common law rights, any and all goodwill attaching to the Intellectual Property, and any rights of recovery, rights of recoupment and rights of setoff of any kind relating to the Intellectual Property, and the Assignee hereby agrees to assume all liabilities and obligations of the Assignor arising out or related to the Intellectual Property.

Without limiting the generality of the terms of the Purchase Agreement, the Assignor hereby irrevocably waives all of Assignor's non-assignable rights, including but not limited to any moral rights, in any copyright works that form part of the Intellectual Property.

The Assignor covenants with Assignee that Assignor will, from time to time, and without further compensation, make, do and execute or cause to be made, done and executed all such further acts, deeds, assurances or things as may reasonably be required by Assignee for completely carrying out this agreement or for the purpose of registration or otherwise.

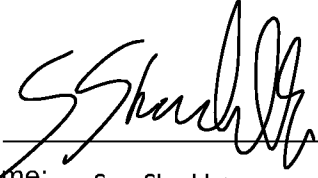
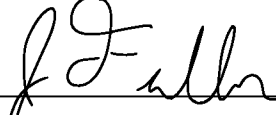
This agreement shall enure to the benefit of Assignee, its successors and assigns.

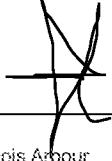
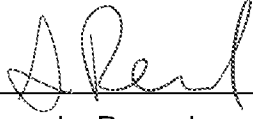
This agreement is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the provisions of this agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement will prevail. This agreement does not create, and will not be interpreted as creating, any rights or obligations of the parties other than those set forth in the Purchase Agreement, nor does it derogate from, or will it be interpreted as derogating from, any rights or obligations of the parties under the Purchase Agreement, it being understood that this agreement is solely to confirm the transfers set forth in the Purchase Agreement and, if necessary, to provide evidence of such transfers to third parties.

This instrument shall be governed by, construed and enforced in accordance with the laws of the state of Florida and the laws of the United States applicable therein without giving effect to the principles of conflict of laws thereof.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Transmission of an executed signature page by facsimile, email or other electronic means is as effective as a manually executed counterpart of this agreement.

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

<p>Witness</p> <p>By: </p> <p>Print Name: Sam Shackleton</p>	<p>Cross Path Capital LLC</p> <p>By: </p> <p>Name: Jack Fallon</p> <p>Title: Owner</p> <p>Address: 131 46th St, Unit A Newport Beach, CA 92663</p>
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<p>Witness</p> <p>By: </p> <p>Print Name: François Arbour</p>	<p>Nolk Enterprises Inc.</p> <p>By: </p> <p>Name: Alexandre Renaud</p> <p>Title: Managing Partner</p> <p>Address: 100 Lansdowne, Suite 205 St-Bruno-de-Montarville, QC, J3V 0B3 Canada</p>
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