

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546798

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Groupe Yuzu Inc.		07/15/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	MTY Tiki Ming Enterprises Inc.		
Street Address:	8150 Transcanada Highway, Suite 200		
City:	Saint-Laurent, Quebec		
State/Country:	CANADA		
Postal Code:	H4S 1M5		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85503197	YUZU SUSHI	
CORRESPONDENCE DATA			
Fax Number:	4803624816		
<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:	4803624800		
Email:	jmoody@kahalamgmt.com		
Correspondent Name:	Jenny Moody		
Address Line 1:	9311 E. Via de Ventura		
Address Line 4:	Scottsdale, ARIZONA 85258		
NAME OF SUBMITTER:	Jenny Moody		
SIGNATURE:	/Jenny Moody/		
DATE SIGNED:	10/25/2019		
Total Attachments: 4			
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OP \$40.00 85503197

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**Assignment**”), dated as of July 15, 2019 (the “**Effective Date**”), is entered into between **Groupe Yuzu inc.**, a corporation incorporated under the laws of Canada (the “**Vendor**”) and **MTY Tiki Ming Enterprises Inc.** (the “**Purchaser**”).

RECITALS

WHEREAS the Vendor and the Purchaser are parties to an asset purchase agreement (the “**Asset Purchase Agreement**”) dated June 5, 2019 pursuant to which the Purchaser is acquiring certain assets of the Vendor;

WHEREAS under the terms of the Asset Purchase Agreement (Convention d’achat d’éléments d’actif), Vendor has agreed to convey, transfer and assign to Purchaser, among other assets, certain Intellectual Property rights of Vendor (defined as “Propriété intellectuelle”), including trademarks, and has agreed to execute and deliver this Assignment;

WHEREAS all capitalized terms used but not defined in this Assignment shall have the meanings given to them in the Asset Purchase Agreement;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1) Assignment. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Vendor hereby confirms the sale, conveyance, transfer, and assignment to Purchaser, and Purchaser hereby accepts, all of Vendor’s right, title, and interest in and to the Intellectual Property, including, but not limited to the trademarks identified in **Appendix 1** to this Assignment and any associated goodwill, with effect from the Effective Date.

2) Recordation and Further Actions. Vendor hereby authorizes the officials of applicable trademark, or similar agencies or entities in any relevant jurisdiction, to record and register this Assignment upon request by Purchaser. The parties hereto agree to execute, deliver, do and perform all such acts, deeds and documents that may be necessary, from time to time, to give full force and effects to the assignment made herein.

3) Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this Assignment is being entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Vendor and Purchaser with respect to the Intellectual Property. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4) Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

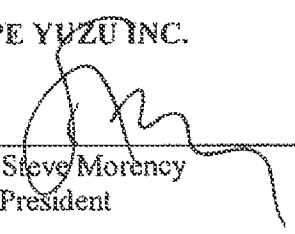
5) Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6) Governing Laws. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with the Provincial and Federal laws applicable in the Province of Quebec, Canada.

[Signatures are on following page.]

IN WITNESS WHEREOF the Vendor and Purchaser have duly executed and delivered this Assignment this 15th day of July 2019, with effect from the Effective Date.

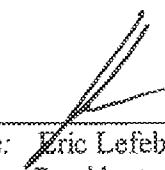
GROUPE YUZU INC.

Per: 
Name: Steve Morency
Title: President

Address for Notices:
1255 boul. Lebourgneuf, suite 500,
Québec Québec
G2K 0M6
Canada

AGREED TO AND ACCEPTED:

MTY TIKI MING ENTERPRISES INC.

Per: 
Name: Eric Lefebvre
Title: President

Address for Notices:
8210 Trans-Canada Highway
St. Laurent, Quebec
H4S 1M5
Canada

104969643

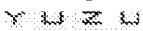
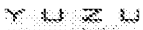
*Signature Page
Intellectual Property Assignment to MTY*

**TRADEMARK
REEL: 006780 FRAME: 0493**




APPENDIX 1

List of trademarks

Registered trademarks

Country	Trademark	Application Number and Date	Registration Number and Date
Canada	YUZU	1,384,270 02/20/2008	TMA753,482 11/19/2009
Canada	YUZU SUSHI & Design 	1,551,783 11/14/2011	TMA888,987 10/30/2014
United States	YUZU SUSHI & Design 	85/503,197 12/23/2011 (priority: 11/14/2011)	4,788,048 8/11/2015

Trademark applications

Country	Trademark	Application Number and Date
Canada	YUZU SUSHI	1,962,319 May 10, 2019
Canada	YUZU SUSHI Logo 	1,962,333 May 10, 2019
Canada	YUZU SUSHI EXPRESS	1,962,320 May 10, 2019
Canada	YUZU SUSHI EXPRESS & Design 	1,962,321 May 10, 2019
Canada	Y et Design 	1,962,309 May 10, 2019
Canada	RÉCOMPENSES YUZ	1,962,332 May 10, 2019
Canada	YUZ REWARDS	1,962,315 May 10, 2019
Canada	YUZ & design	1,962,746 May 14, 2019
Canada	YUZUMAKI	1,962,882 May 10, 2019