# CH \$90.00 882

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM560876

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
L'IMAGE HOME PRODUCTS INC.		10/12/2019	Corporation: CANADA

### **RECEIVING PARTY DATA**

Name:	E75 GROUP INC.		
Street Address:	1175 Place Du Frère-André		
City:	Montreal, QC		
State/Country:	CANADA		
Postal Code:	H3B3X9		
Entity Type:	Corporation: CANADA		

### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	88208979	ADDINGTON PARK
Serial Number:	88367901	ADDINGTON PARK
Serial Number:	88429395	ADDINGTON PARK

### **CORRESPONDENCE DATA**

**Fax Number:** 2027568087

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.

Correspondent Name: Richard Kim - McDermott Will & Emery LLP

Address Line 1: 500 North Capitol Street, N.W. Address Line 2: The McDermott Building

Address Line 4: Washington, D.C. 20001

NAME OF SUBMITTER:	Richard Y. Kim
SIGNATURE:	/Richard Y. Kim/
DATE SIGNED:	02/06/2020

**Total Attachments: 5** 

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### CONFIRMATORY TRADEMARK ASSIGNMENT

BE	TW	民民	N :

L'IMAGE HOME PRODUCTS INC, a corporation existing under the laws of the Province of Quebec, with a place of business at 1175 place du Frère-André, Montreal (Quebec) H3B 3X9;

("Assignor")

AND:

E75 GROUP INC, a corporation existing under the laws of Canada, with a place of business at 1175 place du Frère-André, Montreal (Quebec) H3B 3X9;

("Assignee")

(individually "party" and collectively "parties")

WHEREAS Assignor has assigned, and Assignee has acquired, Assignor's entire right, title, and interest in and to the trademarks applied for and registered and trademark applications applied for on the dates and under the serial numbers listed in the attached Schedule A (collectively, the "Assigned Trademarks"), as well as assets related to the Assigned Trademarks, which sale was effected through the Asset Purchase Agreement dated October 12, 2019 (the "Asset Purchase Agreement");

WHEREAS Assignee, the successor of Assignor's ongoing and existing business, or portion thereof, to which the Trademarks pertain, is desirous of acquiring the full right, title and interest in, to and under the Assigned Trademarks and the goodwill accrued in connection and associated therewith;

### NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In connection with the conveyance of those business assets to which the trademarks pertain, Assignor confirms that, on or about October 12, 2019 it agreed to sell, assign, convey, transfer, and set over unto Assignee its full right, title, and interest, including common law rights, in, to, and under the Assigned Trademarks, however depicted, together with the goodwill of the business symbolized by said Assigned Trademarks, and applications and registrations thereof, any renewal rights therein, that portion of the business which is ongoing and existing to which the trademarks pertain, the exclusive right to enforce the Assigned Marks in the sole name of Assignee, its successors and assigns, and Assignor's rights to apply for and the privilege of applying for, obtaining, and maintaining registration of the Assigned Trademarks, including any proceedings of any nature in accordance

therewith; the aforesaid transferred rights, title, and interests to be held and enjoyed by Assignee, its successors, legal representatives and assigns as fully and entirely as the same would have been held and enjoyed by Assignor had this assignment not been made.

- Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney in fact, to act for and on Assignor's behalf and stead, to do all such lawful acts and things, and to execute such further lawful assignments, documents, assurances, applications, and other instruments as reasonably may be required by Assignee, its successors, assigns, or legal representatives, to obtain any and all registrations for the Assigned Trademarks and to vest the same in Assignee, its successors, assigns, or legal representatives as may be required from time to time in order to carry out the terms and conditions of this Assignment in accordance with their true intent.
- In consideration for the execution of this Assignment, Assignee will pay a nominal amount of 1 CAD, plus applicable taxes, to Assignor on the Effective Date and such other consideration as may be set out in the Asset Purchase Agreement.
- The provisions of this Assignment shall be interpreted in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein. The Courts of competent jurisdiction in the judicial district of Montreal shall have non-exclusive jurisdiction with respect to any matter arising hereunder or related hereto.
- The parties have required that this Assignment and related documents be drafted in English.

  Les parties aux présentes ont exigé que ce contrat et les documents y afférents soient rédigés en anglais.

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IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed as of October 12, 2019 ("Effective Date").

L'IMAGE HOME PRODUCTS INC

Authorized

**E75 GROUP INC** 

Per:

# Schedule A Assigned Trademarks

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
	· · · · · · · · · · · · · · · · · · ·	: boo. xxxxx 1400 o	: jee :/xpp. r/stc	IXCS. 1XV.	
Canada					
ADDINGTON PARK	Pending	1931499	11/20/2018	-55	Silve
ADDINGTON PARK	Pending	1953054	03/22/2019	rde'	, , , , , , , , , , , , , , , , , , ,
ADDINGTON PARK	Pending	1960338	05/01/2019	्टिक	1855
China			•	######################################	<b>,</b>
ADDINGTON PARK	Published	34564805	11/09/2018	343	بند
ADDINGTON PARK	Published	37339515	04/08/2019	44	- Au
ADDINGTON PARK	Published	38189913	05/15/2019	-255	1889
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ADDINGTON PARK	Pending	2282004	10/24/2019	-1	25.2
ADDINGTON PARK	Pending	2282005	10/24/2019	64.0	822
ADDINGTON PARK	Pending	2282006	10/24/2019	-283	188
ADDINGTON PARK	Pending	2282007	10/24/2019	1999	Sect
ADDINGTON PARK	Pending	2282008	10/24/2019	ų.	yês;
ADDINGTON PARK	Pending	2282009	10/24/2019	e0	8222
ADDINGTON PARK	Pending	2282011	10/24/2019	ljedj	şa.i
ADDINGTON PARK	Pending	2282013	10/24/2019	1999	199
ADDINGTON PARK	Pending	2282018	10/24/2019	.ee	n, sana,
ADDINGTON PARK	Pending	2282021	10/24/2019	922	822.
ADDINGTON PARK	Pending	2282023	10/24/2019	jų.	
ADDINGTON PARK	Pending	2282025	10/24/2019	ngw.	: 944
Portugal					
ADDINGTON PARK	Pending	632820	11/04/2019	- 400	- 88

Trademark	Status	App. No.	App. Date	Reg. No.	Reg. Date
United States	7		-T	ı ı	
ADDINGTON PARK	Pending	88208979	11/28/2018		
ADDINGTON PARK	Pending	88367901	04/02/2019		
ADDINGTON PARK	Pending	88429395	05/14/2019		

**RECORDED: 02/06/2020**