

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM609380

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
DAVECO AGENCIES LTD.		11/06/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JAM INDUSTRIES LTD.		
<b>Street Address:</b>	21000 Trans-Canada Highway		
<b>City:</b>	Baie-D'Urfe, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H9X 4B7		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2780130	SONORA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	6466901950		
<b>Email:</b>	jtm@twillmurray.com		
<b>Correspondent Name:</b>	Joseph T. Murray		
<b>Address Line 1:</b>	195 Columbia Turnpike		
<b>Address Line 2:</b>	Suite 125		
<b>Address Line 4:</b>	Florham Park, NEW JERSEY 07932		
<b>NAME OF SUBMITTER:</b>	Joseph T. Murray		
<b>SIGNATURE:</b>	/JosephTMurray/		
<b>DATE SIGNED:</b>	11/18/2020		
<b>Total Attachments: 6</b>			
source=MTL_DOCUMENTS-#3389470-v1-Trademark_Assignment_Agreement_compiled_#page1.tif			
source=MTL_DOCUMENTS-#3389470-v1-Trademark_Assignment_Agreement_compiled_#page2.tif			
source=MTL_DOCUMENTS-#3389470-v1-Trademark_Assignment_Agreement_compiled_#page3.tif			
source=MTL_DOCUMENTS-#3389470-v1-Trademark_Assignment_Agreement_compiled_#page4.tif			
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OP \$40.00 2780130



## TRADEMARK ASSIGNMENT AGREEMENT

This Agreement is made as of the date of last signature below ("Effective Date") by and between DAVECO AGENCIES LTD., a Canadian company with a principal place of business at 5720 Ferrier Street, Mount Royal, Quebec H4P 1M7 ("Assignor") and JAM INDUSTRIES LTD, a Canadian company with a principal place of business at 21000 Trans-Canada Highway, Baie-D'Urfe, Quebec H9X 4B7 ("Assignee").

WHEREAS this Agreement is made pursuant to an asset purchase agreement between the Assignor and Assignee dated November 6, 2020 ("APA");

WHEREAS Assignor is the owner of all right, title, and interest in and to the trademarks, whether registered or registered, listed in the attached Schedule "A" ("Trademarks");

WHEREAS Assignee wishes to acquire the Trademarks and all right, title, and interest in and to the Trademarks, and Assignor wishes to assign the Trademarks and all right, title and interest in and to the Trademarks to the Assignee, as per the terms of the APA;

NOW THEREFORE, for good and valuable consideration and the sum of One Dollar (\$1.00CAD), the receipt and sufficiency of which is acknowledged by Assignor:

1. Assignor hereby assigns to Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the Trademarks, whether registered or unregistered, in association with all goods and services in respect of which the Trademarks pertain to, or may have been used, together with the goodwill therewith, including all causes of action for and the right to sue in respect of all infringements of the Trademarks, which may have occurred before the effective date of this Agreement, and the right to all remedies including

damages, an accounting of profits, or other proceeds in respect of such infringements.

2. Assignor agrees to execute and deliver any document, and to take such actions, as may be reasonably requested by, and at the sole cost and expense of, Assignee, its successors or assigns, to give full effect to this Agreement and to vest, perfect, confirm, record or otherwise reflect or give effect to Assignee's rights as set forth herein. The parties hereby appoint the firm of Bereskin & Parr LLP to attend to the recordal of the assignment against the Trademarks in the applicable jurisdictions where active registrations exist.
3. The terms and provisions of this Agreement shall extend to, enure to the benefit of, and shall be binding upon the parties, their directors, and any successors, assigns, subsidiaries, affiliates, licensees, or related companies owned or otherwise controlled by the parties.
4. This Agreement shall be governed, construed, and interpreted in accordance with the laws of the Quebec, without regard to any conflict of law principles. Each party irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement shall be brought and determined in the federal court of Canada or the Province of Quebec.
5. This Agreement may not be modified except in writing, signed by both parties. If a provision of this Agreement is prohibited or invalidated under applicable law, the remainder of the Agreement shall remain unaffected.
6. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

7. The parties confirm their express wish that this agreement and any related documents thereto be drawn up in the English language. Les parties confirment leur volonté expresse que ce contrat et tous les documents s'y rattachant soient rédigés en langue anglaise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**JAM INDUSTRIES LTD.**

Signed:  \_\_\_\_\_

Name: Martin Szpiro

Title: President

Date: \_\_\_\_\_

**DAVECO AGENCIES LTD.**

Signed: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

7. The parties confirm their express wish that this agreement and any related documents thereto be drawn up in the English language. Les parties confirment leur volonté expresse que ce contrat et tous les documents s'y rattachant soient rédigés en langue anglaise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

**JAM INDUSTRIES LTD.**

Signed: \_\_\_\_\_

Name: Martin Szpiro

Title: President

Date: \_\_\_\_\_

**DAVECO AGENCIES LTD.**

Signed: [Signature]

Name: Jeff Usheroff

Title: PRESIDENT

Date: 11/02/20

## SCHEDULE "A"

### Trademark

Trademark	Country	Status	Class / Goods and Services
LIVCON	Canada	Registered App 1333227 App 30-JAN-2007 Reg TMA756664 Reg 08-JAN-2010 Next Renewal Date: 08-JAN-2025	9 Headphones, portable music player accessories, namely, wireless audio senders, wireless audio receivers, wireless video senders, wireless video receivers, FM audio transmitters for car, portable music player car adaptors, portable music player docking speakers, portable music player power supply, portable music player USB wires, portable music player audio cables, microphones, computer speakers.
MAESTRO	Canada	Registered App 1265162 App 15-JUL-2005 Reg TMA664616 Reg 18-MAY-2006 Next Renewal Date: 18-MAY-2021	2 5 9 11 18 Audio and video interconnect cables. Power bars with surge protection.
MAESTRO & Design 	Canada	Registered App 1265163 App 15-JUL-2005 Reg TMA667570 Reg 13-JUL-2006 Next Renewal Date: 13-JUL-2021	9 Audio and video interconnect cables.
SONORA & Design 	Canada	Registered App 1104519 App 28-MAY-2001 Reg TMA613548 Reg 23-JUN-2004 Next Renewal Date: 23-JUN-2029	9 20 Audio and video furniture, racks and shelves, CD holders, and speaker stands.
SONORA 	US	Renewed (Registered) App 76265929 App 01-JUN-2001 Reg 2780130 Reg 04-NOV-2003 SS8&9 declaration Due between 06-NOV-2022 and 06-NOV-2023	INT. CL. 9 SPEAKER STANDS INT. CL. 20 AUDIO AND VIDEO FURNITURE, RACKS AND SHELVES
SONORA STANDS STRONG & Design 	China	Registered App 7712950 App 21-SEP-2009 Reg 7712950 Reg 21-DEC-2010	20 Office furniture; fiberglass craftworks; sideboards; tea table; TV stand; counters [tables]; computer rack; furniture; dressing table (furnitures); chairs [seats].

Trademark	Country	Status	Class / Goods and Services
		Next Renewal Date: 20-DEC-2020	
OMAGE	Canada	Registered App 862156 App 20-NOV-1997 Reg TMA501292 Reg 28-SEP-1998 Next Renewal Date: 28-SEP-2028	9 Hi-fi speakers, switches and connectors; cd players, tuners, receivers, amplifiers, pre-amplifiers and mixers.
OMAGE	US	<u>Status:</u> Cancelled App 10-JUL-1998 Reg 2269015 Reg 10-AUG-1999 Renewed: 10-AUG-2009	INT. CL. 9 HI-FI SPEAKERS