

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639210

<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>
AZOX, INC.		12/03/2019	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KCentric USA Inc.		
<b>Street Address:</b>	22260 Haggerty Road, Suite 360		
<b>City:</b>	Northville		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48167		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78827069	AZOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5148457874		
<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>	514-987-6242		
<b>Email:</b>	gillespie@robic.com		
<b>Correspondent Name:</b>	Robic LLP		
<b>Address Line 1:</b>	20-630 boul Rene-Levesque W		
<b>Address Line 4:</b>	Montreal, CANADA H3B 1S6		
<b>NAME OF SUBMITTER:</b>	Frederique Gillespie		
<b>SIGNATURE:</b>	/fji/		
<b>DATE SIGNED:</b>	04/14/2021		
<b>Total Attachments: 6</b>			
source=2021-04-14 USPTO Assignment (017567-0090)#page1.tif			
source=2021-04-14 USPTO Assignment (017567-0090)#page2.tif			
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OP \$40.00 78827069

April 14, 2021

Assignment Recordation Services  
United States Patent and Trademark Office  
P.O. Box 1450  
Alexandria, Virginia 22313-1450  
U.S.A.

Re: Trademark: **AZOX**  
U.S. Serial Number: 78-827,069 – Registration: 3,193,684  
Applicant/Owner: AZOX, INC.  
O/Ref.: 017567-0090 DRP/KPO

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## ASSIGNMENT

Dear Examiner,

We hereby kindly request the registration of the assignment of the above-captioned trademark from AZOX INC. in favour of:

**KCentric USA Inc. (a Delaware Corporation)**  
**22260 Haggerty Road, Suite 360**  
**Northville MI 48167**  
**U.S.A.**

and to provide us with a written confirmation that said assignment has been made to the record.

In support of this request, we enclose copy of a confirmatory BILL OF SALE AND ASSUMPTION AGREEMENT concerning the sale, conveyance, transfer and assignment of the Intellectual Property in favour of the Assignee (identified in the signature space as KCentric USA Inc.).

The Examiner will note that, while this document does not contain the word "goodwill," it confirms the transfer of "all the Vendor's right, title and interest in and to all of the assets used or held for use in, or relating to, in whole or in part, the Business," which must include the goodwill.

Should you have any question or require further information regarding the above, please communicate with the undersigned.

Yours truly,



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ROBIC, LLP  
Trademark Agents and Attorneys  
/fgi

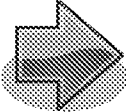
Freddie Gillespie  
(514) 987-6242

## BILL OF SALE AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSUMPTION AGREEMENT is entered into as of December 3, 2019, by and among Azox Inc., a company existing under the laws of Delaware ("Vendor") and Kcentric USA Inc., a company existing under the laws of Delaware.

WHEREAS, the Vendor and Mediagrif Interactive Technologies Inc. ("Mediagrif") are parties to that certain Share and Asset Purchase Agreement dated as of November 13<sup>th</sup>, 2019 (the "Purchase Agreement"), pursuant to which Mediagrif has agreed to purchase or cause the Assignee, a wholly-owned indirect subsidiary of Mediagrif to purchase, the Purchased Assets from the Vendor and assume certain Assumed Liabilities, subject to the terms and conditions set forth therein. Each capitalized term not otherwise defined herein shall have the meaning ascribed thereto in the Purchase Agreement.

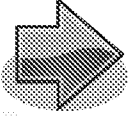
NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

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- 1. Sale and Transfer of Purchased Assets.** For the consideration indicated in the Purchase Agreement, the Vendor hereby sells, conveys, transfers and assigns to the Assignee, effective as of the Closing Date, all of the Vendor's right, title and interest in and to all of the assets used or held for use in, or relating to, in whole or in part, the Business, whether or not in the possession or control of the Vendor, in each case free and clear of all Encumbrances, including all of any of the Vendor's respective right, title and interest in and to the assets set for Schedule A hereof (the "Purchased Assets").
  - 2. Assignment of Liabilities.** For the consideration indicated in the Purchase Agreement, and subject to Sections 3 hereunder, the Assignee shall assume, and shall pay, perform and discharge as due from and after the Closing Date, only (i) those amounts of accrued vacation accrued on the Closing Date for the benefit of the Assumed Employees as set forth in Schedule B hereof (the "Assumed Accrued Vacation Liabilities"), (ii) those Liabilities relating to the Assumed Employees for any severance or termination payments required to be paid for periods prior to the Closing Date by virtue of successor employer status, (iii) those trade accounts payable by the Vendor for the purchase of goods or services in connection with the Business set forth in Schedule B (the "Assumed Trade Accounts Payable"), (iv) those Liabilities (other than Deferred Revenues) of the Vendor that arise from and after the Closing Date under the Purchased Contracts or Purchased Permits, and relate only to periods after the Closing Date (v) those amounts of deferred revenues existing at the Closing Date under the Purchased Contracts (the "Assumed Deferred Revenues") (the immediately preceding clauses (i), (ii), (iii), (iv) and (v) collectively, the "Assumed Liabilities");
  - 3. Retained Liabilities.** Except for the Assumed Liabilities as specifically set forth in Section 2, Neither the Assignee nor any of its Affiliates shall assume or otherwise be liable in respect of, or be deemed to have assumed or otherwise be liable in respect of, any Liability of the Vendor whatsoever, including any Liability disclosed on, or arising in connection with, any matter disclosed on, the Purchase Agreement, any of its Schedules, this Agreement and any of its Schedules or any Liability arising as a result of, or with respect to, actions or omissions of the Vendor (whether arising before or after the Closing Date) (such liabilities referred to herein as the "Retained Liabilities"). For purposes of this Agreement, Liability shall mean "any direct or indirect indebtedness, obligation, commitment, fine, penalty, sanction or liability of any kind or nature, whether accrued or fixed, absolute or contingent, determined or determinable, matured or unmatured, and whether due or to become due, asserted or

unasserted, or known or unknown, including any interest, attorneys' fees and other reasonable costs and expenses related thereto or to the investigation or defense thereof, in each case whether or not required to be reflected in financial statements that are prepared in accordance with GAAP."

4. **Employment of Assumed Employees.** Mediagrif, through the Assignee or a wholly-owned subsidiary of Mediagrif (the "Mediagrif Group"), shall offer employment to each individual listed in Schedule B, such employment to be effective immediately after the Closing Date, which employment shall be on substantially comparable terms and conditions enjoyed by the Assumed Employees with, and disclosed by, the Vendor (such individuals who accept any such offer of employment and become employees of Mediagrif Group immediately after the Closing are referred to herein as the "Assumed Employees").
5. **Further Actions.** The Vendor covenant and agree that, without further consideration, at any time and from time to time after the date hereof, the Vendor will take all steps reasonably necessary to establish the record of the Assignee's title to the Purchased Assets and, at the request of the Assignee or Mediagrif, to execute and deliver further instruments of transfer and assignment and take such other action as the Assignee may reasonably request to more effectively transfer and assign to and vest in the Assignee each of the Purchased Assets, all at the sole cost and expense of the Vendor.
6. **Terms of the Purchase Agreement.** The Assignee and the Vendor acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the 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 Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.
7. **Counterparts and Electronic Signature.** This Assignment and Bill of Sale may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures sent by facsimile or other electronic means shall constitute originals.
8. **Governing Law.** This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the Province of Québec, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof.

*[SIGNATURE PAGE FOLLOWS]*



IN WITNESS WHEREOF, the Vendor and the Assignee have executed this General Assignment and Bill of Sale as of the date first written above.

KCENTRIC USA INC.

Per:

AZOX INC.

Per:

DocuSigned by:

FR1FD142A52344E  
Laurent Allardin, President

**SCHEDULE A**  
**PURCHASED ASSETS**

- (a) *Accounts Receivable.* All accounts receivable at the Closing Date arising from the sale of products and the provision of services by the Vendor in the normal course of the Business, including the accounts receivable set forth in Schedule 1.1(a);
- (b) *Work-in-progress.* Any and all work-in-progress (other than any prepaid amounts thereunder), unbilled work and other supplies and inventories at the Closing Date, including the work-in-progress set forth in Schedule 1.1(a);
- (c) *Intellectual Property.* Any and all Intellectual Property that is owned by the Vendor or purported to be owned by the Vendor, including the Intellectual Property set forth in Schedule 1.1(c);
- (d) *Information and Records.* Any and all books, records, files, plans, specifications, technical and technical support information, confidential information, price lists, catalogues, promotional or advertising materials, advertising copy and data, marketing research and information, competitive analysis, sales records, service records, customer lists and files, supplier lists and files, vendor lists and files, other customer information, plans and designs of equipment, monitoring and test records and all other proprietary information relating to or necessary for the Business whether in print, stored electronically or otherwise, including the following documents and records in the Vendors' care, custody or control or otherwise available to it: all accounting records, financial records and files in respect of the three (3) fiscal years preceding the date hereof, personnel and labour relations records and employee benefits and compensation plans (including all available current and historical data regarding sales of the Business by product line or type, current and historical product catalogues relating to the Business and current and historical customer and marketing databases relating to the Business;
- (e) *Equipment.* Any and all equipment, including office equipment, furniture, technical service equipment, tools, demo units, information technology assets (including computers, printers, servers, hardware systems, networks and infrastructure), supplies, automobile and all other tangible or fixed Assets (in each case whether located at the Leased Real Property or otherwise, including any such items held by customers or other Persons), including those items described in Schedule 1.1(e);
- (f) *Other Intangibles.* (i) Any and all distributor, supplier and customer relationships, (ii) the right to market, lease, rent, sell, distribute, install, service and maintain the products and services of the Business, in each case to current and future customers of the Business, and (iii) the goodwill associated with the Purchased Assets and the Business;
- (g) *Prepaid Expenses.* Any and all transferable prepaid expenses and deposits, including those set forth in Schedule 1.1(g); and
- (h) *Other Assets.* Any and all other assets of the Vendor relating to or necessary for the Business, including claims and rights to insurance proceeds and awards and any and all other guaranties, claims, causes of action and rights of or for the benefit of the Vendor, and all claims of the Vendor related to assets described in the immediately preceding clauses (a) through (g) and this clause (h), whether known or unknown, choate or inchoate.

- (i) *Contracts and Permits.* Any and all Contracts to which the Vendor is a party or that relate to, in whole or in part, or that are used or held for use in, or relate to, in whole or in part, the Business (the "**Purchased Contracts**"), and all of the Permits held by the Vendor or that relate to, in whole or in part, or that are used or held for use in, or relate to, the Business (the "**Purchased Permits**"), including all of the Vendor's right, title and interest in and to the following Contracts and Permits:
- (A) *Real Property Lease.* The lease of real property located at 22260 Haggerty Road, Northville, Michigan 48167 (the "**Real Property Lease**");
  - (B) *Personal Property Leases.* All leases to or by the Vendor of personal property, including those set forth in Schedule 1.1(i)(B);
  - (C) *Customer Contracts.* All customer proposals, orders, statement of works, purchase orders and other Contracts for the sale or provision by the Vendor of goods or services that relate to, in whole or in part, the Business, including those set forth in Schedule 1.1(i)(C);
  - (D) *Supplier Contracts.* All purchase orders and other Contracts for the purchase by the Vendor of goods or services that relate to, in whole or in part, the Business, including those set forth on Schedule 1.1(i)(D);
  - (E) *Intellectual Property Licenses.* All Contracts for the license to or by the Vendor of any Intellectual Property, including those set forth on Schedule 1.1(i)(E);
  - (F) *Other Purchased Contracts.* All other Contracts of the Vendor relating to or necessary for the Business, including those Contracts that require other Persons, including any Employee, to (i) hold confidential or not use to some extent any Assets included in the Purchased Assets or other confidential information or Intellectual Property used in, or relating to, the Business, (ii) not compete in some fashion with the Business or (iii) not solicit employees or customers of the Business;
  - (G) *Warranties.* All warranties in favour of a Vendor with respect to any of the Purchased Assets; and
  - (H) *Purchased Permits.* All Permits that are transferrable and that relate to, in whole or in part, the Business, including those set forth in Schedule 1.1(i)(H).