

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM647013

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bentley Leathers Inc.		12/06/2019	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	11580965 Canada Inc.		
Street Address:	6125 ch. de la Côte-de-Liesse		
City:	Montréal (Québec)		
State/Country:	CANADA		
Postal Code:	H4T1C8		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	6010567	BLACKBOOK	
Registration Number:	6021337		
Serial Number:	87582011	TRACKER	
Registration Number:	4004840	TRACKER	
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:	+1.978.463.9100		
Email:	trademarks@sandsip.com		
Correspondent Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
DOMESTIC REPRESENTATIVE			
Name:	Aaron Y. Silverstein		
Address Line 1:	14 Cedar Street, Suite 224		
Address Line 4:	Amesbury, MASSACHUSETTS 01913		
NAME OF SUBMITTER:	Aaron Y. Silverstein		
SIGNATURE:	/Aaron Y. Silverstein/		

OP \$115.00 6010567

DATE SIGNED:	05/14/2021
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Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT (this "Agreement") is made as of December 6, 2019 (the "Effective Date")

BETWEEN

11580965 Canada Inc. ("Purchaser")

-and-

Bentley Leathers Inc. / Cuirs Bentley Inc. (the "Vendor")

(The Purchaser and Vendor may individually be referred to as a "Party", or collectively as the "Parties")

-and-

HUK 89 LIMITED ("HUK 89")

WHEREAS the Purchaser made an offer to purchase certain of the Vendor's assets (the "Purchased Assets") which includes the intellectual property listed on Schedule "A" hereof (the "Intellectual Property") pursuant to that certain Offer to Purchase dated December 4, 2019 (the "Asset Purchase Agreement") between the Vendor, as vendor, and the Purchaser, as purchaser, which the Vendor has accepted;

NOW THEREFORE, the Purchaser and Vendor hereby covenant and agree as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

Unless otherwise defined herein or the context otherwise requires, capitalized terms used herein have the meanings ascribed to them in the Asset Purchase Agreement.

1.2 Headings

The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Agreement. The terms "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

1.3 Extended Meanings

In this Agreement, words importing the singular include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, corporations, limited and unlimited liability companies, general and limited partnerships, associations, trusts, unincorporated organizations, joint ventures and governmental authorities. The term "including" means "including without limitation".

ARTICLE 2 – ASSIGNMENT

2.1 Assignment

Subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, effective as the Effective Date, for good and valuable consideration paid by the Purchaser to the Vendor pursuant to the Asset Purchase Agreement, the receipt and sufficiency of which the Vendor hereby acknowledges, the Vendor hereby sells, assigns and transfers to the Purchaser all the rights, title and interest of the Vendor in, to and under the Intellectual Property, together with the goodwill in the business associated therewith and symbolized thereby.

2.2 Acceptance

Subject to and in accordance with the terms and conditions of the Asset Purchase Agreement, as and from the Effective Date, the Purchaser hereby accepts the sale, assignment and transfer contained in Section 2.1.

ARTICLE 3 – GENERAL

3.1 Further Assurances

The Parties will from time to time execute and deliver all such further documents and instruments and do all acts and things as any of the other parties hereto may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

3.2 Time of the Essence

Time is of the essence of this Agreement.

3.3 Benefit of Agreement

This agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

3.4 Amendments and Waivers

No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the Parties hereto. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Parties hereto purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.

3.5 Assignment

This Agreement may not be assigned by the Purchaser without the prior written consent of HUK 89.

3.6 Notices

Any demand, notice or other communication to be given in connection with this Agreement must be given in writing and in accordance with Section 8.1 of the Asset Purchase Agreement.

3.7 Governing Law

This Agreement is governed by and will be construed in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein.

3.8 Attornment

For the purpose of all legal proceedings, this Agreement will be deemed to have been performed in the Province of Quebec and the courts of the Province of Quebec will have jurisdiction to entertain any action arising under this Agreement. The parties hereby attorn to the jurisdiction of the courts of the Province of Quebec.

3.9 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same agreement.

3.10 Severability

If any provision of this Agreement is determined by any court of competent jurisdiction to be illegal or unenforceable, that provision will be severed from this Agreement and the remaining provisions will continue in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any of the parties.

3.11 Power of attorney

The Parties hereby authorise the firm of Davies Ward Phillips & Vineberg LLP to record this Agreement with the Canadian Intellectual Property Office, and to receive any confirmation related thereto.

[Signature Page Follows]

BENTLEY LEATHERS INC. /
CUIRS BENTLEY INC.

per: 
Name: _____
Authorized Signing Officer

11580965 CANADA INC.

per: 
Name: _____
Authorized Signing Officer

SCHEDULE A

Intellectual Property

Trademark	Registration or Application Number
ACCESS	TMA317741
ACCESS DESIGN	TMA319785
AVEC VOUS OÙ QUE VOUS SOYEZ	991702
AVIATOR	TMA446979
BENTLEY (New Logo)	01988780
BENTLEY	TMA739836
BENTLEY & DESIGN	TMA452674
BENTLEY Design	TMA739061
BENTLEY LIFE ON THE GO!	01933887
BENTLEY Y & Design	1030160
BLACKBOOK	1051901
BLACKBOOK	13593124
BLACKBOOK	86488075
BLACKBOOK TRAVEL CO.	1051917
CARGO	TMA802500
CEDAR RIDGE	992841
COLLACUTT	TMA517858
D-FUSION & design	TMA765479
DIFFUSION	TMA496608
ELEPHANT LOGO	1051914
ELEPHANT logo	14053862
ELEPHANT logo	86620426
FAUXPOLOGY	01959715
FPLG	01959714
FRANCO FORTINI	TMA496598
HIKER	TMA591978
LIFE ON THE GO!	01933886
LIFE/LIFE BALANCE	01977604
LULA	TMA777197
MIA & LUCA	1051554
MIA DELUCA & DESIGN	TMA910815
MORE BAGS, MORE SAVINGS, GUARANTEED	TMA877611
ON THE MOVE WITH YOU. EVERYDAY.	1052723
PELLE	TMA580159
PLUS DE SACS. PLUS D'ÉCONOMIES. GARANTI.	TMA876936
PORTER'S & design	458814
RIONA	01959713
SKYLINER	TMA567825
TRACKER	TMA654550
TRACKER	01851893
TRACKER	632114
TRACKER	87582011

MI#: 2978803.3

TRACKER
TRACKER LIFE ON THE GO!
UNIC DESIGN
VIA ROMA
VOYAGEUR
VOYAGEUR
Y & Design

4004840
01933888
TMA449962
TMA496596
TMA508507
1012339
1049363