

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM740287

<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>
Harlequin Books S.A.		05/31/2022	limited liability private company: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Harlequin Enterprises ULC		
<b>Street Address:</b>	Bay Adelaide Centre, East Tower, 22 Adelaide Street West		
<b>Internal Address:</b>	41st Floor		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 4E3		
<b>Entity Type:</b>	unlimited liability corporation: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1159134	SILHOUETTE	
<b>Registration Number:</b>	2419583	SILHOUETTE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	21817.1		
<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>	6126046718		
<b>Email:</b>	trademark@winthrop.com		
<b>Correspondent Name:</b>	Michael T. Olsen		
<b>Address Line 1:</b>	225 South Sixth Street		
<b>Address Line 2:</b>	Capella Tower, Suite 3500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Michael T. Olsen		
<b>SIGNATURE:</b>	/mto/		
<b>DATE SIGNED:</b>	07/11/2022		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (“**Agreement**”) is made as of May 31, 2022 (the “**Effective Date**”) by HARLEQUIN BOOKS S.A., a private company with limited liability (*société anonyme*) existing under the laws of Switzerland (“**Assignor**”) with the registered address Route De Chantemerle 58, 1763 Granges-Paccot, Switzerland, in favor of HARLEQUIN ENTERPRISES ULC, an unlimited liability corporation existing under the laws of the Province of British Columbia having a place of business located at Bay Adelaide Centre, East Tower, 22 Adelaide Street West, 41st Floor, Toronto, Ontario M5H 4E3, Canada and Business Number 102277456 (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into an asset purchase agreement dated September 27, 2021 (the “**Asset Purchase Agreement**”);

WHEREAS, subject to the terms and conditions of the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee, and Assignee agreed to acquire certain transferred assets, which assets include the trademark registrations and applications of Assignor as listed in Schedule “A” hereto (the “**Assigned Trademarks**”);

NOW, THEREFORE, in consideration of the premises, mutual covenants and agreements contained in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor does hereby sell, assign and transfer to Assignee all of Assignor’s worldwide right, title and interest in and to the Assigned Trademarks, together with all associated goodwill, the same to be held by Assignee as fully and entirely as the same could have been held and enjoyed by Assignor if this assignment had not been made, this including the assignment of the right to take action and recover in respect of any infringement of the rights of Assignor in and to the Assigned Trademarks that took place prior to the date of this assignment and the right to oppose any application to register a trademark which may be confusingly similar to any of the Assigned Trademarks.
2. Assignor hereby authorizes the Canadian Intellectual Property Office and all other relevant governmental Intellectual Property Offices to transfer and record the assignment of the Assigned Trademarks to Assignee, as assignee thereof, or otherwise as Assignee may direct. Concurrent with the execution of this Agreement, the parties may execute the separate country-specific short-form assignment documents and any necessary powers of attorney provided by Assignee (collectively, the “**Short-Form Assignment Documents**”) solely for purposes of recording with the relevant governmental Intellectual Property Offices the change in title and assignment of the Assigned Trademarks to Assignee. Assignee will be responsible for submitting the Short-Form Assignment Documents to the relevant governmental Intellectual Property Offices.
3. Assignor further agrees, from time to time, to make, do, and execute, or cause to be made, done, or executed all such further acts, deeds, assurances, or things that may reasonably be required to give effect to the foregoing provisions including the execution of any further country-

specific assignment documents, power of attorney documents and other documents necessary to effect the recordal of the assignments at the various relevant governmental Intellectual Property Offices. Assignor further agrees that, pursuant to Assignee's request, and without further consideration, it shall execute, deliver, acknowledge and record such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm in Assignee title to or to put Assignee in full legal possession of, or to enable Assignee to use, any of the Assigned Trademarks, including, without limitation, to record Assignee's ownership of the Assigned Trademarks in relevant Canadian and foreign local, state and national trademark offices.

4. The terms and covenants of this Agreement shall enure to the benefit of Assignee, its successors and assigns and other legal representatives, and shall be binding upon Assignor, its successors, legal representatives and assigns.

5. In the event of any conflict or contradiction between the terms and conditions of this Agreement and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall prevail.

6. This Agreement shall be construed and interpreted in accordance with and governed by the laws of the Province of Québec and the laws of Canada applicable therein, without regard to the conflicts of law principles thereof.

7. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which together shall constitute one and the same Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed and delivered by its duly authorized representative as of the date first written above.

**HARLEQUIN BOOKS S.A.**

By:  \_\_\_\_\_

Name: S. HOSAKI

Title: DIRECTOR

**HARLEQUIN ENTERPRISES ULC**

By:  \_\_\_\_\_

Name: Shirley Komosa

Title: Senior Counsel & Secretary

Schedule "A"

Assigned Trademarks

See Attached.

Country	Trademark	Application Number	Registration Number	Owner Name	Status
Australia	SILHOUETTE	App 343915	Reg 343915	Harlequin Books S.A. (Switzerland)	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED: RENEWAL DUE
Benelux	INTIEM	App 1363059	Reg 1023489	Harlequin Books S.A. (Switzerland)	REGISTRATION (REGISTERED)
Benelux	INTIEM	App 656902	Reg R 388536	Harlequin Books S.A. (Switzerland)	REGISTRATION (REGISTERED)
Brazil	HARLEQUIN	App 914214837	Reg 914214837	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Brazil	HARLEQUIN	App 914215132	Reg 914215132	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Brazil	ARLEQUIN	App 007026668	Reg 007026668	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Brazil	HARLEQUIN	App 820364622	Reg 820364622	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Brazil	HARLEQUIN DESEJO	App 823287912	Reg 823287912	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
European Union	SILHOUETTE SILHOUETTE	App 1413749	Reg 1413749	Harlequin Books S.A. (Switzerland)	REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED
Finland	JULIA	App 199204717	Reg 129601	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
International Register	HARLEQUIN (Designation: Switzerland)		Reg 452436	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Israel	HARLEQUIN	App 52027		HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Poland	HARLEQUIN MEDICAL	App 231241	Reg 172542	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Poland	HARLEQUIN GORĄCY ROMANS HARLEQUIN GORĄCY ROMANS	App 231243	Reg 172544	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED)
Portugal	HARLEQUIN DESEJO	App 278835 MNA	Reg 278835 MNA	HARLEQUIN BOOKS SA. (Switzerland)	REGISTRATION (REGISTERED)
Portugal	SABRINA	App 287871	Reg 287871 MNA	HARLEQUIN BOOKS SA.	REGISTRATION

Country	Trademark	Application Number	Registration Number	Owner Name	Status
		MNA		(Switzerland)	(REGISTERED)
South Korea	<b>HARLEQUIN</b> <small>43-79-010921</small>  <b>HARLEQUIN</b>	App 70-1993-0000008	Reg 4000736020000	Harlequin Books S.A. (Unknown Applicant Country/Region) 할리퀸북스에스.에이	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED
South Korea	<b>HARLEQUIN</b>  <b>HARLEQUIN</b>	App 45-2009-0002022	Reg 4500320240000	HARLEQUIN BOOKS S.A. (Switzerland)	REGISTRATION (REGISTERED) Status According to PTO: REGISTERED
Spain	<b>JULIA</b>	App 4090666 M		Harlequin Books S.A. (Spain)	REGISTRATION (REGISTERED)
Spain	<b>TIFFANY</b>	App 611333 M		HARLEQUIN BOOKS, S.A.	REGISTRATION (REGISTERED)
Spain	<b>JAZMIN</b>	App 612429 M		HARLEQUIN BOOKS S.A.	REGISTRATION (REGISTERED)
Spain	<b>HARLEQUIN INTERNACIONAL</b>	App 1239574 M9	Reg 1239574 M9	HARLEQUIN BOOKS S.A.	REGISTRATION (REGISTERED)
Spain	<b>HARLEQUIN DESEO</b>	App 1670130 M5	Reg 1670130 M5	HARLEQUIN BOOKS S.A.	REGISTRATION (REGISTERED)
Spain	<b>BIANCA</b>	App 957040 M3	Reg 957040 M3	HARLEQUIN BOOKS S.A.	REGISTRATION (REGISTERED)
Spain	<b>JULIA</b>	App 961213 M0	Reg 961213 M0	HARLEQUIN BOOKS S.A.	REGISTRATION (REGISTERED)
Thailand	<b>HARLEQUIN</b>	App 227210	Reg TM2560	Harlequin Books S.A.	REGISTERED
Thailand	<b>HARLEQUIN</b>	App 180104407		Harlequin Books S.A.	PENDING
United Kingdom	<b>SILHOUETTE</b>	1413749	UK00901413749	Harlequin Books S.A. (Switzerland)	REGISTRATION (REGISTERED) Status According to EUIPO: REGISTERED
United States	<b>SILHOUETTE</b>	App 73234775	Reg 1159134	HARLEQUIN BOOKS S.A. (Switzerland)	Renewed (Registered)
United States	<b>SILHOUETTE</b>	App 75464548	Reg 2419583	HARLEQUIN BOOKS S.A. (Switzerland)	Renewed (Registered)