

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM769610

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SBS Franchising, LLC		11/15/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	STRAT-B Royalties Limited Partnership		
Street Address:	#330-609 Granville Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V7Y1A1		
Entity Type:	Limited Partnership: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	6853352	STRATUS CLEAN	
Registration Number:	6128579	STRATUS BUILDING SOLUTIONS	
Registration Number:	5811443	STRATUS BUILDING SOLUTIONS	
Registration Number:	5811392		
Registration Number:	5786682		
Registration Number:	5296290	STRATUS	
Registration Number:	5296293	STRATUS	
Registration Number:	5441492	STRATUS BUILDING SOLUTIONS	
Registration Number:	5441491	STRATUS BUILDING SOLUTIONS	
Registration Number:	3230289	STRATUS BUILDING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	3152338320		
<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:	3152338375		
Email:	kbrown@burrandbrown.com		
Correspondent Name:	Kevin C. Brown		
Address Line 1:	210 Brooklea Drive		
Address Line 4:	Fayetteville, NEW YORK 13066		

OP \$265.00 6853352

DOMESTIC REPRESENTATIVE

Name: Kevin C. Brown
Address Line 1: 210 Brooklea Drive
Address Line 4: Fayetteville, NEW YORK 13104

NAME OF SUBMITTER: Kevin C. Brown

SIGNATURE: /Kevin C. Brown/

DATE SIGNED: 11/22/2022

Total Attachments: 9

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TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (“**Agreement**”) is made as of November 15, 2022 between **SBS FRANCHISING, LLC**, a limited liability company governed by the laws of the State of Delaware (“**Assignor**”) and **STRAT-B ROYALTIES LIMITED PARTNERSHIP**, a limited partnership formed pursuant to the laws of British Columbia (“**Assignee**”).

The Assignor is the identified owner of the registered and pending applications for trademarks set forth in Exhibit A and all associated intellectual property rights and goodwill (the “**Trademarks**”), as recognized by the various governing authorities for such Trademarks.

Assignor and Assignee have entered into that certain Acquisition Agreement as of November 14, 2022 (“**AA**”), whereby Assignee has acquired all rights, title and interest in the Trademarks by Assignor. Assignor and Assignee now wish to memorialize the assignment of the Trademarks to Assignee under that AA.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Assignor hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the Trademarks, any associated common law rights, and any other trademarks and trademark applications which claim priority from the Trademarks listed in Exhibit A, including but not limited to (i) all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said Trademarks, and all goodwill associated with the foregoing, (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world, , and (iii) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which the Trademarks have been or will be granted.
2. Further Actions. Assignor hereby agrees, upon request of Assignee, and without further remuneration, to promptly provide Assignee with any reasonable assistance relating to perfecting the transfer of all of the rights conveyed herein and vesting of full and complete title in Assignee, and relating to enforcing and defending those rights, including but not limited to executing any and all papers for those purposes, and testifying on Assignee’s behalf about this Agreement.

3. Assignor Representation. Assignor represents and warrants that it has full legal capacity to enter into this Agreement and to transfer the right, title and interest in and to the Trademarks at issue free from any third party claims and without the necessary approval of any third party.

4. Severability. If any provision of this Agreement or the applications thereof are held to be invalid, void or unenforceable for any reason, the remaining provisions not so declared will be construed so as to comply with the law, and will nevertheless continue in full force and effect without being impaired in any manner whatsoever. Further, to the extent there is a conflict with any provision of this Agreement and the AA, the AA shall control as to such conflict, with the remainder provisions to remain valid as set forth above.

5. Binding Effect. This Agreement shall apply to, be binding in all respects upon, and inure to the benefit of Assignor and Assignee and their respective legal representatives, successors and assigns.

6. Electronic Signature. Any facsimile or electronic copy hereof or signature hereon shall, for all purposes, be deemed an original.


7. Recordation. Assignor hereby authorizes the United States Patent and Trademark Office, the Canadian Trademark Office, and the directors and representatives for any applicable governmental authority for the Trademarks to record this Agreement for the sole benefit of Assignee, its successors, assigns, and legal representatives.

{Signature page follows}

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

STRAT-B ROYALTIES LIMITED
PARTNERSHIP

By 
Name: Greg Gutmanis
Title: Chief Financial Officer

ASSIGNOR:

SBS FRANCHISING, LLC

By _____
Name:
Title:

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNEE:

STRAT-B ROYALTIES LIMITED
PARTNERSHIP


By _____

Name:

Title:

ASSIGNOR:

SBS FRANCHISING, LLC




By  _____

Name: Afshin Cangarlu



Title: CEO


EXHIBIT A
U.S. and Foreign Trademark Applications/ Registrations

Trademarks – Australia


REGISTRATION/APPLICATION NO.	TRADEMARK
1921376 1921376	STRATUS
1921375 1921375	STRATUS BUILDING SOLUTIONS
1507023 1507023 2060314	STRATUS BUILDING SOLUTIONS
1537965 1537965 2098694	
1921383 1921383	
1507384 1507384 2060396	

Trademarks – Canada



REGISTRATION/APPLICATION NO.	TRADEMARK
	STRATUS
	
	
TMA775501 1435293	STRATUS BUILDING SOLUTIONS

REGISTRATION/APPLICATION NO.	TRADEMARK
TMA775634 1435294	

Trademarks – China



REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023 3230289	STRATUS BUILDING SOLUTIONS
1507384 1507384 5441492	

Trademarks – Europe



REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023	STRATUS BUILDING SOLUTIONS
1537965 1537965	
1507384 1507384	

Trademarks – United Kingdom



REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023 WO0000001507023	STRATUS BUILDING SOLUTIONS

REGISTRATION/APPLICATION NO.	TRADEMARK
1537965 1537965 WO0000001537965	
1507384 1507384 WO0000001507384	



Trademarks – International

REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023	STRATUS BUILDING SOLUTIONS
1537965 1537965	
1507384 1507384	





Trademarks – Japan

REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023	STRATUS BUILDING SOLUTIONS
1537965 1537965	
1507384 1507384	

Trademarks – Russia

REGISTRATION/APPLICATION NO.	TRADEMARK
1507023 1507023	STRATUS BUILDING SOLUTIONS
1537965 1537965	
1507384 1507384	

Trademarks – United States

REGISTRATION/APPLICATION NO.	TRADEMARK
5296290 87361185	STRATUS
5296293 87361220	STRATUS
3230289 76628049	STRATUS BUILDING SOLUTIONS
5811443 88199604	STRATUS BUILDING SOLUTIONS
6128579 88709110	
5441491 87361453	
5441492 87361478	
5811392 88194004	
6853352	STRATUS CLEAN

90410485	
5786682 88194011	