

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM768272

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|---|--|----------------------------|--|
| 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, British Columbia | | |
| State/Country: | CANADA | | |
| Postal Code: | V7Y 1A1 | | |
| Entity Type: | Limited Partnership: CANADA | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 5296290 | STRATUS | |
| Registration Number: | 5296293 | STRATUS | |
| Registration Number: | 3230289 | STRATUS BUILDING SOLUTIONS | |
| Registration Number: | 5811443 | STRATUS BUILDING SOLUTIONS | |
| Registration Number: | 6128579 | STRATUS BUILDING SOLUTIONS | |
| Registration Number: | 5441491 | STRATUS BUILDING SOLUTIONS | |
| Registration Number: | 5441492 | STRATUS BUILDING SOLUTIONS | |
| Registration Number: | 5811392 | | |
| Registration Number: | 6853352 | STRATUS CLEAN | |
| Registration Number: | 5786682 | | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 6023826070 | | |
| <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: | 602-382-6000 | | |
| Email: | sschahn@swlaw.com | | |
| Correspondent Name: | Snell & Wilmer L.L.P. | | |
| Address Line 1: | One East Washington Street, Suite 2700 | | |
| Address Line 4: | Phoenix, ARIZONA 85004 | | |

CH \$265.00 5296290

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|--|---------------------------------------|
| ATTORNEY DOCKET NUMBER: | 89428.00001 |
| DOMESTIC REPRESENTATIVE | |
| Name: | R. Lee Fraley / Snell & Wilmer L.L.P. |
| Address Line 1: | One East Washington St, Suite 2700 |
| Address Line 4: | Phoenix, ARIZONA 85004 |
| NAME OF SUBMITTER: | R. Lee Fraley |
| SIGNATURE: | /R. Lee Fraley/ |
| DATE SIGNED: | 11/16/2022 |
| Total Attachments: 9 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif source=Assignment#page8.tif source=Assignment#page9.tif | |

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 |

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|---------------------|---|
| 90410485 | |
| 5786682 88194011 |  |