

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM803953

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Sports Vault Corp.		04/11/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Inglasco Inc.		
Street Address:	2745, rue de la Sherwood		
City:	Sherbrooke, Québec		
State/Country:	CANADA		
Postal Code:	J1K 1E1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2772202	THE SPORTS VAULT CORP. S V	
Registration Number:	4770043	WOODROW GUITAR	
Registration Number:	4770042	WOODROW	
Registration Number:	2753476	THE SPORTS VAULT	
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:	240.453.9211		
Email:	llevy@belleskatz.com		
Correspondent Name:	Louis J. Levy		
Address Line 1:	12115 Trailridge Drive		
Address Line 4:	Potomac, MARYLAND 20854		
NAME OF SUBMITTER:	Louis J. Levy		
SIGNATURE:	/louis j. levy/		
DATE SIGNED:	04/18/2023		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS AGREEMENT dated as of the 11th day of April, 2023.

BETWEEN:

THE SPORTS VAULT CORP.
(hereinafter called the “Assignor”),

- and -

INGLASCO INC.
(hereinafter called the “Assignee”)

WHEREAS the Assignor owns and operates “The Sports Vault” (the “**Business**”);

AND WHEREAS pursuant to the terms and conditions of an Agreement of Purchase and Sale, dated as of February 7, 2023, between the Assignee and the Assignor, as may be amended, modified or restated from time to time (the “**Purchase Agreement**”), the Assignor agreed to sell, and the Assignee agreed to purchase, all of the intellectual property rights used in carrying on, or arising from the operation of, the Business, as described in further detail in Schedule “A” hereto (the “**Intellectual Property**”);

AND WHEREAS the Assignor desires to assign to the Assignee, and the Assignee desires to assume from the Assignor, all of the Assignor’s right, title, interest, and obligations in and to the Intellectual Property of the Assignor;

NOW, THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. **Preamble.** The preamble of this Assignment is an integral part of this Assignment.
2. Capitalized words not otherwise defined herein shall have the meanings ascribed to them in the Purchase Agreement.
3. **Assignment.** The Assignor hereby assigns, sells, conveys and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all of Assignor’s worldwide rights, title, and interest in and to the Intellectual Property, including, without limitation, all common law rights and goodwill associated with the Intellectual Property in Canada and elsewhere in the world, all applications and registrations in respect of the Intellectual Property, and the right to file further applications in any country for the Intellectual Property and to receive registrations therefore and the right to recover for any third party infringement of any of the Intellectual Property, regardless of whether such infringement occurred before, or occurs after, the Closing Date, free and clear of all Encumbrances. The Assignor agrees not to oppose any application by the Assignee for the Intellectual Property in any country.
4. **Purchase Agreement.** This Agreement is made pursuant to, and is in addition to, the Purchase Agreement and is not in derogation of any of the rights of the parties under the Purchase

Agreement. In the event of any conflict or inconsistency between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.

5. **Further Assurances.** Each party will execute and deliver such further agreements and other documents and do such further acts and things, including giving affidavit testimony on or before the date that is three (3) years following the date hereof, as the other party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Intellectual Property and any applications or registrations in respect thereof.

6. General Provisions.

- 6.1 **Modification.** The preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.
- 6.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.
- 6.3 **Counterparts.** This Agreement may be executed by the parties hereto in several counterparts and may be executed and delivered by facsimile, PDF or other electronic means, and all such counterparts and facsimiles when taken together shall together constitute one and the same agreement.
- 6.4 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein, and each of the parties hereto hereby irrevocably attorns to the jurisdiction to the courts of the Province of Manitoba.
- 6.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 6.6 **Counterparts.** This Agreement may be executed and delivered in any number of counterparts (including counterparts by facsimile and .pdf) and such counterparts taken together will be deemed to constitute one and the same instrument.

<Signature page follows>

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first written above.

THE SPORTS VAULT CORP.

Per: _____

Name: Jeffrey Thompson

Title: Director

I have authority to bind the corporation.

INGLASCO INC.

Per: _____

Name: Enzo Macri

Title: Director

I have authority to bind the corporation.

Per: _____

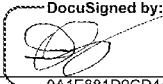
Name: Vito Galloro

Title: Director

I have authority to bind the corporation.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first written above.

THE SPORTS VAULT CORP.

Per:  _____
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Name: Jeffrey Thompson

Title: Director

I have authority to bind the corporation.

INGLASCO INC.

Per: _____

Name: Enzo Macri

Title: Director

I have authority to bind the corporation.

Per: _____

Name: Vito Galloro

Title: Director

I have authority to bind the corporation.

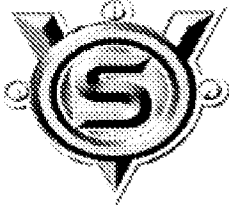

SCHEDULE "A"
INTELLECTUAL PROPERTY

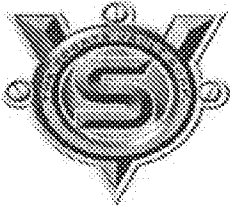





- The rights of the Vendor pertaining to the trademarks under which its products are currently and have been in the past commercialized in connection with the Business, including without limitation the list of trademarks listed as follows:

COMMON LAW TRADEMARKS IN USE

- *TSV HOME*
- *TSV PET*
- *TSV AUTHENTIC*
- *TSV ACTIVATE*
- *WOODROW*

REGISTERED TRADEMARKS AND PENDING APPLICATIONS

Country	Trademark	Application Number	Registration Number	Current Agent	Admin Status
Canada	SPORTS VAULT TV	1107367	TMA584897	John A. Myers – Taylor McCaffrey LLP	Registered
Canada		1058597	TMA584851	John A. Myers – Taylor McCaffrey LLP	Registered
Canada		1970105	---	John A. Myers – Taylor McCaffrey LLP	Pending
Canada	TSV	1107366	TMA612154	John A. Myers – Taylor McCaffrey LLP	Registered
Canada	THE SPORTS VAULT	1038747	TMA584084	John A. Myers – Taylor McCaffrey LLP	Registered

Country	Trademark	Application Number	Registration Number	Current Agent	Admin Status
Canada		1170197	TMA620479	John A. Myers – Taylor McCaffrey LLP	Registered
Canada		1970106	---	John A. Myers – Taylor McCaffrey LLP	Pending
Canada		1970107	---	John A. Myers – Taylor McCaffrey LLP	Pending
Canada		1671738	TMA969140	John A. Myers – Taylor McCaffrey LLP	Registered
Canada	WOODROW GUITAR	1671436	TMA969141	John A. Myers – Taylor McCaffrey LLP	Registered
US		76262167	2772202	Molly T. Eichten	Registered
US		86263191	4770043	Molly T. Eichten	Registered
US	WOODROW	86263175	4770042	Molly T. Eichten	Registered

Country	Trademark	Application Number	Registration Number	Current Agent	Admin Status
US	THE SPORTS VAULT	75905578	2753476	Molly T. Eichten	Registered

- Products designs, manufacturing methods and technical and non-technical information pertaining to the products sold by the Business and to its clients.
- The rights to the domain name thesportsvault.com, email addresses associated with the domain name, copyright on the content of the website associated to this domain name, said domain names listed as follows:

Domain	Auto renews
WOODROWGUITARS.COM	2022-07-03
WOODROWGUITAR.COM	2022-07-03
WOODROWGUITAR.CA	2022-07-04
WOODROWGUITAR.COM.CN	2023-05-16
TSVTV.CA	2022-07-04
TSVTV.COM	2022-07-04
THESPORTSVAULT.COM	2022-11-17
THESPORTSVAULTTV.COM	2022-07-04
THESPORTSVAULT.CA	2025-09-28
SPORTSVAULT.CN	2022-08-23
SPORTSVAULT.CO.UK	2023-05-05
SPORTSVAULTTV.COM	2023-07-04
SPORTSVAULT.COM	2023-12-02
SPORTSVAULT.CA	2024-03-13

- Intangible assets covered by the Ancillary Services Agreement
- Social media accounts related to the Business.
- All telephone and facsimile numbers related to the Business.