

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM820946

<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>
Tierra Sol Ceramic Tile Ltd		06/22/2023	Limited Company: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Tierra Sol Ceramic Tile LP		
<b>Street Address:</b>	22 Adelaide Street West, Suite 3520		
<b>City:</b>	Toronto, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	M5H 4E3		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5718901	TIERRA SOL BEYOND THE SURFACE	
<b>Registration Number:</b>	5718902	TIERRA SOL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175265000		
<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>	617-526-6658		
<b>Email:</b>	janey.davidson@wilmerhale.com		
<b>Correspondent Name:</b>	John V. Hobgood, Esquire		
<b>Address Line 1:</b>	Wilmer Cutler Pickering Hale and DorrLLP		
<b>Address Line 2:</b>	60 State Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109		
<b>ATTORNEY DOCKET NUMBER:</b>	109148.113		
<b>NAME OF SUBMITTER:</b>	John V. Hobgood		
<b>SIGNATURE:</b>	/john v. hobgood/		
<b>DATE SIGNED:</b>	06/29/2023		
<b>Total Attachments: 5</b>			
source=assignment tierra sol#page1.tif			
source=assignment tierra sol#page2.tif			
source=assignment tierra sol#page3.tif			

OP \$65.00 5718901

source=assignment tierra sol#page4.tif

source=assignment tierra sol#page5.tif

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**") is made and entered into as of this 22nd day of June, 2023 by Tierra Sol Ceramic Tile Ltd., a corporation existing under the laws of Alberta (the "**Assignor**"), and Tierra Sol Ceramic Tile LP, a limited partnership existing under the laws of Ontario (together as the "**Assignee**"). Assignor and Assignee are collectively referred to as "**Parties**" and each individually as "**Party**". All capitalized terms used herein, but not otherwise defined herein, shall have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS the Assignor, whose full post office address is 4084 McConnell Court, Burnaby, British Columbia, V5A 3N7, is recorded with the applicable national trademark registration body as the owner of the trademark registrations and applications set forth on Exhibit A attached hereto (the "**Trademarks**");

AND WHEREAS the Assignor has obtained protection from its creditors and certain relief under the Companies' Creditors Arrangement Act (Canada) pursuant to an initial order of the Ontario Superior Court of Justice (Commercial List) (the "**Court**") made on May 19, 2023, as amended and restated pursuant to an order of the Court made on May 29, 2023;

AND WHEREAS the Assignor and the Assignee, whose full post office address is 22 Adelaide St. West, Suite 3520, Toronto, Ontario M5H 4E3, entered into an asset purchase agreement dated June 14, 2023 (such agreement, as amended, supplemented and/or restated to the date hereof, the "**Asset Purchase Agreement**"), pursuant to which the Assignor has agreed to transfer, sell, convey and assign all of its right, title and interest in and to the Trademarks, together with the goodwill related thereto, to the Assignee and the Assignee has agreed to purchase, acquire and accept the Trademarks;

NOW THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are acknowledged by each Party), the Assignor hereby assigns unto the Assignee and its successors and/or permitted assigns, all of its right, title and interest in the Trademarks, subject to and in accordance with the Asset Purchase Agreement, whether or not registration is secured, including without limitation, any applications, renewals or extensions thereof, and in and to all rights corresponding to the foregoing throughout the world, and all the rights embraced therein, in Assignor's possession or under Assignor's control, that relate to the Business, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors and/or permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with the goodwill and all other rights related thereto, including but not limited to, all common law rights, causes of action, all interests, claims and rights for damages, profits and other awards by reason of any past, present or future infringement, dilution, misappropriation or other violation thereof, and the right to sue therefore.

Assignor hereby authorizes and requests the Canadian Intellectual Property Office to record Assignee as assignee and owner of the Trademarks.

At Assignee's reasonable request and expense, Assignor hereby agrees to execute and deliver such further instruments of transfer and assignment and to take such other action as Assignee may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Assignment.

This Trademark Assignment Agreement is governed by the terms of the Asset Purchase Agreement, which is incorporated by reference in this Trademark Assignment Agreement as if fully set forth herein.

*[Remainder of the page left intentionally blank]*

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

**TIERRA SOL CERAMIC TILE LTD.**

by  \_\_\_\_\_  
Name: David Planques  
Title: Chief Restructuring Officer

**TIERRA SOL CERAMIC TILE LP, by its  
general partner, TIERRA SOL GP LTD.**

by \_\_\_\_\_  
Name: Alan G. Sellery  
Title: Chairperson and President

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

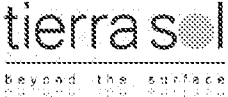
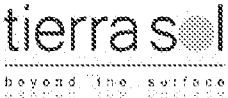
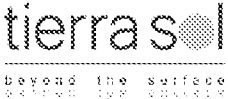
**TIERRA SOL CERAMIC TILE LTD.**

by \_\_\_\_\_  
Name: David Planques  
Title: Chief Restructuring Officer

**TIERRA SOL CERAMIC TILE LP, by its  
general partner, TIERRA SOL GP LTD.**

by Alan G. Sellery  
Name: Alan G. Sellery  
Title: Chairperson and President

**EXHIBIT A**  
**TRADEMARKS**

Country	Trademark	Appl. No. - Date	Status	Owner Name
		Reg. No. - Date	Next Renewal	
CA	Tierra Sol	App 1791172 App 13-JUL-2016 Reg TMA997040 Reg 17-MAY-2018	Registered Ren. due 17-MAY-2033	Tierra Sol Ceramic Tile Ltd.
CA	TIERRA SOL BEYOND THE SURFACE & DESIGN 	App 1826667 App 10-MAR-2017 Reg TMA1018625 Reg 03-APR-2019	Registered Ren. due 03-APR-2034	Tierra Sol Ceramic Tile Ltd.
CA	TIERRA SOL BEYOND THE SURFACE & DESIGN (2) 	App 1826668 App 10-MAR-2017 Reg TMA1064516 Reg 27-NOV-2019	Registered Ren. due 27-NOV-2029	Tierra Sol Ceramic Tile Ltd.
CA	TIERRA SOL	App 1826669 App 10-MAR-2017 Reg TMA1018626 Reg 03-APR-2019	Registered Ren. due 03-APR-2034	Tierra Sol Ceramic Tile Ltd.
US	TIERRA SOL BEYOND THE SURFACE 	App 87586623 App 28-AUG-2017 Reg 5718901 Reg 09-APR-2019	Registered DOU due 09-APR-2026 Ren. due 09-APR-2029	Tierra Sol Ceramic Tile Ltd.
US	TIERRA SOL	App 87586647 App 28-AUG-2017 Reg 5718902 Reg 09-APR-2019	Registered DOU due 09-APR-2026 Ren. due 09-APR-2029	Tierra Sol Ceramic Tile Ltd.