

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM862138

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Silver Crystal Group Inc.		11/23/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Avery Dennison Retail Information Services LLC		
Street Address:	8080 Norton Parkway		
City:	Mentor		
State/Country:	OHIO		
Postal Code:	44060		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6055938	COOLHOCKEY.COM	
Registration Number:	5970188	THE COOLEST HOCKEY WEBSITE ON THE PLANET	
CORRESPONDENCE DATA			
Fax Number:	4048156555		
<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:	404-815-6500		
Email:	ftaylor@ktslaw.com		
Correspondent Name:	Kilpatrick Townsend & Stockton LLP		
Address Line 1:	1100 Peachtree Street, Suite 2800		
Address Line 2:	Attn: TM Administration		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	1417613		
NAME OF SUBMITTER:	K. Faye Taylor, Paralegal		
SIGNATURE:	/K. Faye Taylor/		
DATE SIGNED:	12/19/2023		
Total Attachments: 10			
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**AGREEMENT FOR ASSIGNMENT OF
WORKS, WEBSITES, TRADEMARKS, COPYRIGHTS AND OTHER INTELLECTUAL
PROPERTY RIGHTS**

THIS AGREEMENT FOR ASSIGNMENT OF WORKS, WEBSITES, TRADEMARKS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY RIGHTS (this "**Agreement**") is made this November 23, 2023 (the "**Effective Date**"), by and among Paxar Canada Corporation, an unlimited liability company formed pursuant to the laws of Nova Scotia, having the address 1000 Thornton Road South, Unit A Oshawa, Ontario L1J 7E2 ("**Canadian Purchaser**"), Avery Dennison Retail Information Services, LLC, a limited liability company formed pursuant to the laws of the State of Nevada, having the address 8080 Norton Parkway Mentor, OH 44060 ("**US Purchaser**" and, together with Canadian Purchaser, the "**Assignees**"), Silver Crystal Group Inc., a corporation organized under the laws of the province of Ontario, having the address 33 Gurney Cres, Toronto ON M6B 1S9 (the "**Canadian Company**"), and Silver Crystal Group (US), Inc., a Delaware corporation and wholly owned subsidiary of the Canadian Company, having the address 33 Gurney Cres, Toronto ON M6B 1S9 (the "**US Company**" and, together with the Canadian Company, the "**Assignors**") (each a "**Party**," and collectively, the "**Parties**").

RECITALS:

A. Assignors each developed, created (or co-developed and co-created), reduced to practice, and/or otherwise own the trademarks, copyrights, property and other works and other Intellectual Property (excepting Websites), which comprise Company Intellectual Property set forth in Exhibit A, Exhibit B, Exhibit C, and Exhibit D and attached hereto, as applicable (the "**Works**").

B. Assignors each own certain websites and social media handles and accounts which comprise Company Intellectual Property (collectively, the "**Websites**"), including those set forth on Exhibit C and Exhibit D;

C. The Assignors and Assignees, among other parties, have entered into that certain Asset Purchase Agreement, dated as of October 10, 2023 (the "**Asset Purchase Agreement**"), pursuant to which, *inter alia*, Assignees are acquiring substantially all of the assets of Assignors.

D. The Parties acknowledge and agree that: (i) it is their mutual intention that all right, title, and interest in and to the Works, Websites, and the Intellectual Property therein (as below defined) be owned by the Assignees; and (ii) Assignors desire expressly to assign to Assignees, and Assignees desire to accept from Assignors, the assignment of all right, title, and interest in and to the Works, Websites, and the Intellectual Property therein.

E. The Parties desire to execute this Agreement to evidence the assignment of the Works, Websites, and the Intellectual Property therein to Assignees.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions.

(a) "**Business**" means the business of the Assignors as conducted on or before the October 10, 2023 or as of the date hereof, or currently contemplated to be conducted, including creating, designing, developing, manufacturing, fabricating, marketing, supplying, licensing, distributing, fulfilling, processing, applying and selling apparel brand embellishments or other customized apparel, emblem or

label services or solutions, including, lettering, numbering and logo applications, custom embroidery, direct-to-garment printing, customized finishing and quick-turn fulfillment services, back-end inventory management or ordering systems or innovative retail entertainment services or solutions, including "Fanzones" proprietary digital kiosk and mobile application technology.

(b) "**Company Intellectual Property**" means the Owned Intellectual Property together with any Intellectual Property owned by any Person other than either Assignor and used or held for use in the conduct of the Assignors' businesses, including pursuant to an Intellectual Property License.

(c) "**Confidential Information**" means any and all information (whether written, verbal, or in other form) that is treated as confidential or proprietary by any Person, including the Company Intellectual Property and the business's trade secrets, customer lists, manufacturer, vendor and pricing information, personal information, and all documents or materials containing or reflecting such information. Notwithstanding the foregoing, "Confidential Information" of the Assignors' business does not include (i) information that the Assignors can demonstrate was or has become generally available to the public other than as a result of disclosure by either Assignor or any of their affiliates or (ii) information that is independently developed by either Assignor or its affiliates (other than either Assignor prior to the closing of the Asset Purchase Agreement) without the use of Assignees' or their affiliates' or the Assignors' businesses' Confidential Information.

(d) "**Copyrights**" means all: (i) works of authorship, whether published or unpublished works, databases, data collections, mask work rights, software, web site content or any other copyrightable work, and other copyright protected by statute or jurisprudence; (ii) rights to compilations, collective works and derivative works of any of the foregoing; (iii) registrations and applications for registration for any of the foregoing and any renewals or extensions thereof in the United States Copyright Office, Canadian Copyright Office or in any similar office or agency of any other country or political subdivision; and (iv) moral rights and economic rights of others in any of the foregoing.

(e) "**Domain Names**" means Internet electronic addresses, including uniform resource locators and alphanumeric designations associated therewith, registered with or assigned by any domain name registrar, domain name registry or other domain name registration authority as part of an electronic address on the Internet, and all applications for any of the foregoing.

(f) "**Governmental Authority**" means any foreign, federal, state, provincial or local government or other subdivisions or instrumentalities thereof, including any agency, commission, department, board, bureau, official, minister, tribunal, court, administration or panel, whether national, state, provincial, local, foreign or multinational, exercising executive, legislative, judicial, regulatory or administrative functions of a nation, state, province or local government or any political subdivision thereof, whether permanent or ad hoc.

(g) "**Intellectual Property**" means all intellectual property rights in any jurisdiction throughout the world, by whatever name or terms known or designated, tangible or intangible, whether arising by operation of Law, contract or otherwise, including (i) Copyrights; (ii) Domain Names and all proprietary social media identifiers for any social media sites, along with other account and profile information and all administrator rights (including login information and passwords) for all third party social media sites, channels, pages, groups, blogs and lists, as well as all content uploaded or posted to such sites, and all follower, subscriber, and contact lists, together with all goodwill associated with any of the foregoing; (iii) Patents; (iv) Software; (v) Trademarks; (vi) trade secrets (including anything that does or would constitute a "trade secret" under applicable Law); (vii) master work rights and other Confidential Information, know-how, proprietary processes, formulae, algorithms, models and methodologies; (viii) Intellectual Property Licenses; and (ix) rights of privacy and publicity; and in each case of the

foregoing clauses (i) through (ix), all associated goodwill and the right to apply for registrations, certificates, or renewals with respect thereto and the right to prosecute, enforce, obtain damages relating to, settle or release any past, present, or future infringement thereof.

(h) **"Intellectual Property Licenses"** means all agreements granting any right to use, access or practice any rights under any of the Intellectual Property owned by any other Person, including licenses of Software (including "shrink-wrap", "browse-wrap", "click-wrap" and similar generally-available commercial binary code end-user licenses).

(i) **"Law"** means any law, common law, statute, ordinance, regulation, rule, code, treaty, judgment, order, decree, permit or other governmental restriction, or any interpretation or administration of any of the foregoing by any governmental authority or other requirement having the force of law of any governmental authority.

(j) **"Lien"** means any mortgage, hypothecation, deed of trust, pledge, lien (statutory or otherwise), security interest, security agreement, easement, covenant, charge, claim, equitable interest, encumbrance, restriction on transfer (other than restrictions on transfer under any applicable securities Laws), conditional sale or other title retention device or arrangement (including a capital lease, operating lease, option to lease or option to purchase), restriction on the creation of any of the foregoing, or registration of any of the foregoing (e.g., a personal property registry), whether relating to any property or right or the income or profits therefrom.

(k) **"Owned Intellectual Property"** means all Intellectual Property owned or purported to be owned by either Assignor.

(l) **"Patents"** means all patents and patent rights, including industrial and utility models, industrial designs, petty patents, patents of importation, patents of addition, certificates of invention, design patents, utility patents, patent applications, patent disclosures and any other indicia of invention ownership issued or granted by any governmental authority, including all applications, registrations and unregistered rights relating to any of the foregoing, including provisional applications, priority and other applications, divisionals, continuations (in whole or in part), extensions, reissues, reexaminations or equivalents or counterparts of or for any of the foregoing, and economic rights of inventors in any of the foregoing.

(m) **"Person"** means any natural individual, corporation, partnership, limited liability company, joint venture, association, bank, trust company, trust or other entity, whether or not legal entities, or any Governmental Authority.

(n) **"Software"** means any and all (i) computer programs, including any and all source code or object code, (ii) computer databases and computer compilations, including any and all data and collections of data, (iii) descriptions, development tools, user interfaces, flow-charts and data as well as other work product used to design, plan, organize and develop any of the foregoing, and (iv) all documentation, including user manuals and training materials, relating to any of the foregoing.

(o) **"Trademarks"** means trademarks, service marks, trade dress, trade style, fictional business names, trade names, commercial names, certification marks, collective marks and proprietary rights to any words, names, slogans, symbols, logos, devices, identifiers or combinations thereof used to identify, distinguish and indicate the source or origin of goods or services, registrations, renewals, applications for registration and any equivalents and counterparts of the foregoing, and the goodwill of the Business associated with each of the foregoing.

2. Assignment. Each Assignor hereby assigns to Assignees, on an irrevocable basis, and Assignees accept assignment of, all of each Assignor's statutory and common law rights, titles, and interests in, to and under the Works, Websites, and Intellectual Property, in each case, free and clear of all Liens in accordance with this Section 2: (a) Assignors hereby assign to US Purchaser, on an irrevocable basis, all statutory and common law rights, titles, and interests in, and under the Works, Websites, and Intellectual Property set forth on Exhibit A, Exhibit B, and Exhibit C, in each case, free and clear of all Liens; and (b) Assignors hereby assign to Canadian Purchaser, on an irrevocable basis, all statutory and common law rights, titles, and interests in, to and under the Works, Websites, and Intellectual Property set forth on Exhibit D, in each case, free and clear of all Liens. Assignors agree that this Agreement confirms each Assignee's ownership of all Works, Websites, and Intellectual Property therein. From and after the Effective Date, the Works, Websites, and the Intellectual Property therein are and shall be the sole and exclusive property of Assignees, as set out in this Section 2.

3. Moral Rights Waiver. Each Assignor here waives all moral rights in all Works, Websites and Intellectual Property, and confirm that they have caused all employees, contractors, agents, representatives and other persons who hold moral rights in any Works, Websites and Intellectual Property to waive their moral rights therein and thereto.

4. Chain of Title. To the extent that any property or rights intended to be transferred and assigned to Assignees hereunder were created, conceived, reduced to practice, devised, or developed for Assignors by an agent or representative of Assignors, or by an employee of Assignors acting outside of the course and scope of such employee's employment, then Assignors shall obtain the express and irrevocable written agreement of the party who created, conceived, reduced to practice, devised, or developed such property, assigning to Assignees all of such party's right, title, and interest in and to such Works, Websites, and all Intellectual Property and other proprietary rights that such Party may have therein.

5. Further Assurances. Upon request by any Assignee, Assignors agree to execute and deliver all appropriate applications for securing all Works, Websites, and Intellectual Property therein, and to do, execute, and deliver any and all acts and instruments that may be necessary to vest all intellectual property rights and other proprietary rights therein in Assignees and to enable Assignees to obtain all such protection. Assignors agree to render to Assignees all such assistance as each may require in the prosecution or defense of all applications, registrations, or interferences which may be declared involving any of said Works, Websites, and Intellectual Property therein. Assignors agree to cause all such other necessary parties to do, execute, and deliver any and all acts and instruments that may be necessary to vest all intellectual property rights and other proprietary rights therein in Assignees and to enable Assignees to obtain all such protection. Assignors further agree not to contest the validity of any of any Assignee's Works, Websites, or Intellectual Property, in the United States, Canada or any foreign jurisdiction, to which any Assignor's performance of services made any contribution, or in which any Assignor participated in any way, or to assist any other party in any way in contesting the validity of any such Works, Websites, or Intellectual Property. Assignors acknowledge that Assignees may register the Works, Websites, and Intellectual Property with the U.S. Copyright Office, the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and any officials of foreign countries whose duty it is to register Works, Websites, and Intellectual Property in any Assignee's name or jointly in the Assignees' names. If requested to assist Assignees with such registrations, Assignors shall provide reasonable assistance to Assignees at such Assignees' or any Assignee's expense, as applicable.

6. Cooperation. Assignors agree to cooperate with Assignees such that Assignees may practice, use, and enjoy to the fullest extent the Works, Websites, and the Intellectual Property, including, without limitation, providing Assignees with all requested information relating to the Works, Websites, and the Intellectual Property therein and the prompt execution of all documents or instruments deemed reasonably necessary or desirable by Assignees to perfect the full transfer of the right, title and interest

assigned herein. Furthermore, upon request, Assignors agree to execute and deliver all appropriate applications for securing all United States, Canadian and foreign copyrights, trademarks, patents, or other intellectual property or proprietary rights relating to the Works, Websites, and the Intellectual Property therein. From and after the Effective Date, in the event any Assignee is unable for any reason to secure a signature of or on behalf of any Assignor, to any application, document or instrument any Assignee reasonably believes is required in order to apply for or execute any patent, trademark, copyright, or other application with respect to the Works, Websites, and the Intellectual Property therein, or any component or element thereof, or to protect any Assignee's rights and interest therein, Assignors hereby irrevocably designate and appoint each Assignee and its duly authorized officers and agents as its agent and attorney-in-fact to act for and on its behalf and in its place and stead, to execute and file any such applications and to execute any such documents and instruments, and to do all other lawfully permitted acts to further the prosecution and issuance of all intellectual property and other proprietary rights in and to the Works, Websites, and the Intellectual Property with the same legal force and effect as if executed by any Assignor or the Assignors.

7. IP Office Recognition. Assignors hereby authorize and request the applicable intellectual property offices to recognize the Assignees' rights, as the assignees of the Assignors' entire rights, title and interest in and to the Works, Websites and Intellectual Property assigned in accordance with Section 2 (the "**Assigned IP**"), of sole use and benefit of the Assigned IP, and for the use and benefit of their successors and assigns, to the full end of the term for which rights in the Assigned IP may be granted as fully and entirely as the same would have been held by the Assignors had this assignment and sale not been made. The Parties agree that this Agreement may be filed with an intellectual property office, at the Assignees' expense, to confirm the ownership of Assigned IP by a person who is not the agent of record for such Assigned IP, and hereby authorize such filing by such person.

8. Binding Effect; Survival. This Agreement and the representations, warranties, covenants, obligations, and agreements set forth herein shall inure to the benefit of each Assignee and its successors and assigns, and shall be binding upon each Assignor, its predecessors, successors, heirs, and assigns. The representations, warranties, covenants, obligations, and agreements of Assignors under this Agreement shall continue beyond the term of this Agreement and shall survive the execution of this Agreement and the termination or expiration hereof for any reason.

9. Non-Circumvention. Assignors shall not, in any manner, directly or indirectly, circumvent or attempt to circumvent this Agreement, including, without limitation, by forming, joining, or in any way participating in any corporation, partnership, limited partnership, limited liability company, syndicate or other firm, entity or group (or otherwise act in concert with any person, firm or entity) for the purpose of taking any action in circumvention of this Agreement or which is restricted or prohibited under this Agreement.

10. Asset Purchase Agreement. The Parties hereto acknowledge and agree that the representations, warranties, conditions, restrictions, limitations, covenants, conditions, restrictions, limitations, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

11. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of Law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the Province of Ontario. Jurisdiction and venue for any dispute arising under this Agreement shall be in the federal and

provincial courts located in Toronto, Ontario, Canada. Each Party hereby consents to service of process. This Agreement may not be amended or modified except in a writing signed by the Parties. No failure or delay by the Assignee in exercising any right or remedy hereunder shall operate as a waiver thereof. The section headings herein are for convenience only and shall not affect the interpretation of this Agreement. The Recitals to this Agreement are incorporated herein by reference. In the event that any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions hereof.

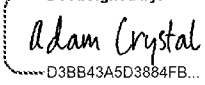
12. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same Agreement.

* * * * *

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement on and as of the date first written above.

ASSIGNORS:

SILVER CRYSTAL GROUP INC.

DocuSigned by:

By: _____
Name: Adam Crystal
Title: Co-CEO
Date:

SILVER CRYSTAL GROUP (US), INC.

By: _____
Name: Jeffery Silver
Title: Co-CEO
Date:

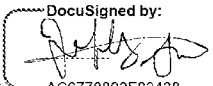
IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement on and as of the date first written above.

ASSIGNORS:

SILVER CRYSTAL GROUP INC.

By: _____
Name: Adam Crystal
Title: Co-CEO
Date:

SILVER CRYSTAL GROUP (US), INC.

DocuSigned by:

By: _____
Name: Jeffery Silver
Title: Co-CEO
Date:

ASSIGNEES:

PAXAR CANADA CORPORATION

DocuSigned by:
By: Ignacio Walker
Name: Ignacio Walker
Title: President
Date:

**AVERY DENNISON RETAIL
INFORMATION SERVICES, LLC**

DocuSigned by:
By: Ignacio Walker
Name: Ignacio Walker
Title: President
Date:

Trademarks registered other than in Canada

<u>Country</u>	<u>Trademark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
US	COOLHOCKEY.COM	87727048	12/19/17	6055938	05/19/2020	Registered	Silver Crystal Group Inc.
	THE COOLEST HOCKEY WEBSITE ON THE PLANET	88002532	06/15/2018	5970188	01/28/2020	Registered	Silver Crystal Group Inc.
	PLAYER KITZ -- SIGNATURE SERIES	86646704	05/31/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
	PLAYER KITZ	86646701	05/31/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
	FANZONES.COM	86715718	08/05/2015	4918303	03/15/2016	Abandoned	Silver Crystal Group Inc.
	FANZONES.COM	86715752	08/05/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
	FANZONES.COM	86715742	08/05/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
	FANZONES.COM	86715734	08/05/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
	FANZONES.COM	86715725	08/05/2015	N/A	N/A	Abandoned	Silver Crystal Group Inc.
NZ	FANZONES.COM Design	1095442	06/18/2018	1095442	01/29/2019	Registered	Silver Crystal Sports Inc.
Australia	FANZONES.COM Design	1934563	06/18/2018	N/A	N/A	Abandoned	Silver Crystal Sports Inc.

Software

- Proprietary software used with equipment for custom labelling of apparel.

<u>Country</u>	<u>Patent Title</u>	<u>App No.</u>	<u>App. Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Status</u>	<u>Owner</u>
US	Computer Projector System and Method for Custom	63422898	11/04/2022	N/A	N/A	Filed	Silver Crystal