

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT8196478

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
GESTION ULTRA INTERNATIONALE INC.	09/27/2023
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BAINS ULTRA INC.
<b>Street Address:</b>	956 CHEMIN OLIVIER
<b>City:</b>	LEVIS
<b>State/Country:</b>	QUEBEC
<b>Postal Code:</b>	G7A 2N1
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	10222053
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	4184554772
<b>Email:</b>	qcip@nortonrosefulbright.com
<b>Correspondent Name:</b>	ALEXANDRE DAOUST
<b>Address Line 1:</b>	2828 BOULEVARD LAURIER, BUREAU 1500
<b>Address Line 4:</b>	QUÉBEC, QUEBEC G1V 0B9
<b>ATTORNEY DOCKET NUMBER:</b>	05010833-138US
<b>NAME OF SUBMITTER:</b>	ALEXANDRE DAOUST
<b>SIGNATURE:</b>	/Alexandre Daoust/
<b>DATE SIGNED:</b>	09/29/2023
<b>Total Attachments: 6</b>	
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**THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT** (the **Agreement**) is dated as of September 27<sup>th</sup>, 2023 (the **Effective Date**).

**BETWEEN:** **GESTION ULTRA INTERNATIONALE INC.**, a company organized under the laws of Quebec, located at 703-1700 rue Isabelle-Aubert, Quebec (Quebec) G1M 3X9 Canada;

(the **Assignor**)

**AND:** **BAINS ULTRA INC.**, a company organized under the laws of Quebec, located at 956 chemin Olivier, Lévis (Quebec) G7A 2N1 Canada;

(the **Corporation** or the **Assignee**)

(the Assignee and the Assignor are hereinafter collectively referred to as the **Parties** and each individually as a **Party**)

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### RECITALS

**WHEREAS** on or around October 1<sup>st</sup>, 2023, the Assignor and Henry Brunelle, being the sole and exclusive shareholders of the Corporation, intend to proceed to the sale of all of the issued and outstanding shares they hold in the share capital of the Corporation (the **Transaction**);

**WHEREAS** the Assignor holds rights, title and interest in certain Intellectual Property (as defined below) relating to and used for the purpose of operating the Corporation and the Assignor now wishes to proceed to the sale, transfer and assignment, to the Assignee, of all such rights, title and interest in, to and under all such intellectual property (the **Assigned Intellectual Property**);

**WHEREAS** the Assignor and the Assignee wish to execute this Agreement to reflect the sale, transfer and assignment of the Assigned Intellectual Property and for registration purposes with governmental authorities, including without limitation the *Canadian Intellectual Property Office (CIPO)*, the *United States Patent and Trademark Office (USPTO)* and the World Intellectual Property Organization (**WIPO**);

**NOW THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Intellectual Property.** Wherever used in this Agreement, the expression “**Intellectual Property**” means any and all intellectual property and proprietary rights in any jurisdiction, including, without limitation: (a) rights in, arising out of, or associated with works of authorship; (b) rights in, arising out of, or associated with data, datasets and or databases; (c) rights in, arising out of, or associated with inventions (whether patentable or not); (d) rights in, arising out of, or associated with trademarks, service marks and trade names; (e) rights in, arising out of, or associated with confidential information and trade secrets; (f) rights in, arising out of, or associated with a person’s name, voice, signature, photograph, or likeness; and (g) rights in, arising out of, or associated with domain names.
2. **Assignment.** The Assignor hereby irrevocably sells, assigns, and transfers to the Assignee, and the Assignee hereby accepts, all of the Assignor’s rights, title, and interest in, to, and under all the

Assigned Intellectual Property, free and clear of all liens, claims or encumbrances of any kind or nature whatsoever, including, without limitation, the Intellectual Property described in Schedule A hereto, and which such rights, title and interest hereby sold, assigned and transferred shall include, for clarity and without limitation:

- a. all rights of any kind whatsoever of the Assignor accruing under any of the Assigned Intellectual Property provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- b. the right to prosecute, maintain and defend the Assigned Intellectual Property before any public or private agency, office or registrar;
- c. any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Intellectual Property; and
- d. any and all claims and causes of action with respect to any of the Assigned Intellectual Property, whether accruing before, on, and/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 not the obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages;

together with the goodwill connected with the use thereof and symbolized thereby and all issuances, extensions and renewals thereof.

3. **Counterpart.** The sale, transfer and assignment of the Assigned Intellectual Property by the Assignor in favor of the Assignee hereunder is completed for the sum of ONE DOLLAR (\$1.00), which the Assignor hereby acknowledges receipt.
4. **Registration.** The Assignor hereby authorizes all governmental authorities, including but not limited to the CIPO, USPTO and WIPO, to record and register this Agreement upon request at any time by the Assignee.
5. **Governing Law.** This Assignment is governed by and will be interpreted, construed and enforced in accordance with the laws of the province of Quebec (Canada) and the federal laws of Canada applicable therein, without regard to its conflict of law principles (without reference to conflicts of law rules). Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts situated in the judicial district of Quebec City (Canada), any action or proceeding arising out of or relating to this Assignment, or the subject matter hereof or thereof, brought by either Party.
6. **General Provisions.** This Assignment is intended to effect the assignment of the Assigned Intellectual Property to Assignee effective as of the Effective Date. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Assignment by facsimile or electronic mail shall be as effective as delivery of a manually executed counterpart of this Assignment. This Assignment may not be supplemented, altered, or modified in any manner except as provided otherwise herein or by an instrument in writing signed by both Parties. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Assignment is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Neither this Assignment nor any of the rights, duties or obligations under this Assignment may be assigned by any Party without the prior written consent of the other Party.

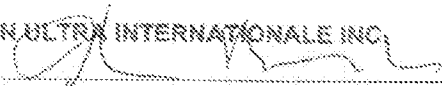
Any attempt to assign any of the rights, duties or obligations in this Assignment without such written consent is void.

*(Signatures on following page)*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment to be executed by their respective duly authorized representatives as of the Effective Date.

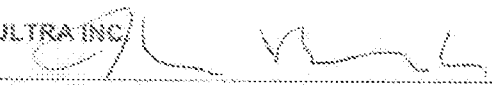
GESTION ULTRA INTERNATIONALE INC.

Per:

  
Henry Brunelle  
President

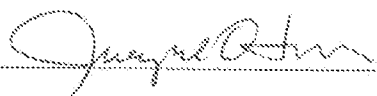
BAINS ULTRA INC.

Per:

  
Henry Brunelle  
President

WITNESS

Per:



**SCHEDULE A**

➤ **Patents**

<b>Jurisdiction</b>	<b>Patent No.</b>	<b>Patent Date</b>	<b>Owner</b>	<b>Title</b>
CANADA	2,668,217	August 6, 2019	GESTION ULTRA INTERNATIONALE INC.	THERAPY DEVICES AND DOMESTIC/COMMERCIAL THERAPY SYSTEM
CANADA	2,638,508	November 29, 2016	GESTION ULTRA INTERNATIONALE INC.	WALL INTEGRATED MULTISENSORY THERAPY DEVICE
CANADA	2,680,902	December 20, 2016	GESTION ULTRA INTERNATIONALE INC.	BATHTUB SUPPORT STRUCTURE WITH DECORATIVE PANEL COMPONENTS AND METHOD
CANADA	2,745,168	August 21, 2018	GESTION ULTRA INTERNATIONALE INC.	COMFORT BATHTUB WITH HEATED WALL PORTIONS
CANADA	2,745,170	September 25, 2018	GESTION ULTRA INTERNATIONALE INC.	AIR INJECTION SYSTEM FOR A HYDRO-MASSAGING BATH
CANADA	2,755,846	June 12, 2018	GESTION ULTRA INTERNATIONALE INC.	BATHTUB FORMED OF INTERCONNECTED SHELLS AND METHOD OF COMMERCIALIZATION
CANADA	2,760,456	September 15, 2020	GESTION ULTRA INTERNATIONALE INC.	PLUMBING FIXTURE AND ACCESSORY EQUIPMENT CONCEALING MODULE
CANADA	2,852,596	April 14, 2020	GESTION ULTRA INTERNATIONALE INC.	AROMATIC MISTING SYSTEM AND METHOD FOR USE WITH A BATHTUB
PCT	PCT/CA20 23/050975	July 20, 2023	GESTION ULTRA INTERNATIONALE INC.	BATHTUB WITH AROMATHERAPY DEVICE
USA	8,070,669	December 6, 2011	GESTION ULTRA INTERNATIONALE INC.	WALL INTEGRATED MULTISENSORY THERAPY DEVICE
USA	8,359,682	January 29, 2013	GESTION ULTRA INTERNATIONALE INC.	BATHTUB SUPPORT STRUCTURE WITH DECORATIVE PANEL COMPONENTS AND METHOD
USA	9,326,326	April 26, 2016	GESTION ULTRA INTERNATIONALE INC.	COMFORT BATHTUB WITH HEATED WALL PORTIONS
USA	8,984,678	March 24, 2015	GESTION ULTRA INTERNATIONALE INC.	AIR INJECTION SYSTEM FOR A HYDRO-MASSAGING BATH
USA	9,186,023	November 17, 2015	GESTION ULTRA INTERNATIONALE INC.	BATHTUB FORMED OF INTERCONNECTED SHELLS AND METHOD OF COMMERCIALIZATION

USA	9,523,185	December 20, 2016	GESTION ULTRA INTERNATIONALE INC.	PLUMBING FIXTURE AND ACCESSORY EQUIPMENT CONCEALING MODULE
USA	9,814,358	November 14, 2017	GESTION ULTRA INTERNATIONALE INC.	AROMATIC MISTING SYSTEM AND METHOD FOR USE WITH A BATHTUB
USA	10,222,053	March 5, 2019	GESTION ULTRA INTERNATIONALE INC.	BATHTUB HAVING AT LEAST ONE WINDOW AND METHOD OF MAKING A WINDOW IN A BATHTUB
USA	10,514,162	December 24, 2019	GESTION ULTRA INTERNATIONALE INC.	BATHTUB HAVING AT LEAST ONE WINDOW AND METHOD OF MAKING A WINDOW IN A BATHTUB

➤ **Trademarks**

Jurisdiction	Trademark	Registration Number	Owner
CANADA	ESSENSORIUM	TMA796987	GESTION ULTRA INTERNATIONALE INC.
CANADA	SENSORIUM	TMA796988	GESTION ULTRA INTERNATIONALE INC.

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