

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT8252410

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	2395954 ONTARIO, INC.	03/31/2023
RECEIVING PARTY DATA		
Name:	HEYS INTERNATIONAL LTD.	
Street Address:	333 FOSTER CRES	
Internal Address:	SUITE 1	
City:	MISSISSAUGA	
State/Country:	CANADA	
Postal Code:	L5R 4E5	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	12842867
CORRESPONDENCE DATA		
Fax Number:	(416)361-1398	
<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:	4163647311	
Email:	IPPROCESSINGCENTRE@BERESKINPARR.COM	
Correspondent Name:	BERESKIN & PARR LLP.	
Address Line 1:	40 KING STREET WEST	
Address Line 2:	40TH FLOOR	
Address Line 4:	TORONTO, CANADA M5H 3Y2	
ATTORNEY DOCKET NUMBER:	13882-G44003CA00	
NAME OF SUBMITTER:	STEPHEN M. BENEY	
SIGNATURE:	/Stephen M. Beney/	
DATE SIGNED:	11/01/2023	
Total Attachments: 6		
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ASSET TRANSFER AGREEMENT

THIS AGREEMENT made the 31st day of March, 2023.

B E T W E E N :

2395954 ONTARIO INC., a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "**Transferor**")

- and-

HEYS INTERNATIONAL LTD., a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "**Transferee**")

WHEREAS:

- A. the Transferor has authorized the distribution of all of its property to its shareholder and the filing of articles of dissolution under the *Business Corporations Act* (Ontario); and
- B. the Transferee is the registered owner of all of the issued and outstanding shares in the capital of the Transferor;

THEREFORE KNOW ALL MEN BY THESE PRESENTS that the Transferor doth hereby grant, bargain, assign, transfer, convey and set over unto the Transferee all the right, title and interest of the Transferor in and to all its property, assets and business, both real and personal, tangible and intangible, and both movable and immovable, wherever situate, as of the close of business on the 31st day of March, 2023, including without limiting the generality of the foregoing, all cash on hand and in the bank, accounts receivable, refunds, rebates, contracts, good will, and Intellectual Property Rights (as defined below).

"Intellectual Property Rights" means: (i) the trademark rights set out in Schedule A of this Agreement (including common law rights and goodwill thereto), and (ii) the utility patent rights and the design patent rights set out in Schedule B of this Agreement.

TO HAVE AND TO HOLD unto the Transferee, its successors, assigns, administrators and legal representatives to and for its and their sole and only use forever.

Upon execution of this Agreement, Transferor and Transferee shall execute a confirmatory assignment of the Intellectual Property Rights in the form set out in Schedule C. This Agreement is made by the Transferor and received by the Transferee subject to all of the liabilities of the Transferor which, by the acceptance hereof, the Transferee hereby expressly assumes and undertakes to pay and discharge and to indemnify and save harmless the Transferor in respect thereof but to the extent only of the value of the assets received by the Transferee upon the distribution recited herein.

The Transferor hereby constitutes and appoints the Transferee, its administrators and legal representatives, the true and lawful attorney of the Transferor for and in the name of or otherwise

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on behalf of the Transferor with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and/or conveyance of any interest in the property, assets and business, both real and personal, movable and immovable, tangible or intangible wherever situate of the Transferor to the Transferee and its successors, assigns, administrators and legal representatives.

The power of attorney set forth herein is granted by the Transferor to the Transferee in contemplation of the dissolution of the Transferor, and the aforementioned power of attorney being coupled with an interest shall not be revoked by the certificate of dissolution being issued by the Ministry of Government Services or be otherwise revoked.

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 (excluding any conflict of laws rule or principles that might refer such construction to the laws of another jurisdiction).

This agreement may be executed by electronic signatures and electronic signatures are intended to have the same force and effect as manual signatures in the execution of this agreement.

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

2395954 ONTARIO INC.

DocuSigned by:
Per: Emran Sheikh
DE6A13E005044C7
Emran Sheikh, President

I have the authority to bind the Corporation

HEYS INTERNATIONAL LTD.

DocuSigned by:
Per: Emran Sheikh
DE6A13E005044C7
Emran Sheikh, President

I have the authority to bind the Corporation

SCHEDULE A**Trademarks - 2395954 Ontario Inc.**

Country	Trademark	Application No. Application Date	Registration No. Registration Date	Class
United States of America	XCASE	76/657996 Apr 07, 2006	3643923 Jun 23, 2009	18
United States of America	EPAC	77/417466 Mar 10, 2008	3640758 Jun 16, 2009	18
United States of America	HEYS	78/854633 Apr 05, 2006	3236687 May 01, 2007	18
United States of America	HEYS DESIGN 	78/854644 Apr 05, 2006	3222258 Mar 27, 2007	18

SCHEDULE B**Designs and Patents - 2395954 Ontario Inc.**

Country	Title	Application No. Application Date	Patent No. Issue Date
DESIGN PATENTS			
United States of America	HANDHELD ELECTRONIC LUGGAGE SCALE	29/368726 Aug 27, 2010	653135 Jan 31, 2012
United States of America	TELESCOPIC HANDLE FOR LUGGAGE	29/418133 Apr 12, 2012	673371 Jan 1, 2013
United States of America	FIXED HANDLE FOR LUGGAGE	29/418140 Apr 12, 2012	677057 Mar 5, 2013
UTILITY PATENTS			
United States of America	HANDHELD ELECTRONIC LUGGAGE SCALE	12/842867 Jul 23, 2010	8884170 Nov 11, 2014
United States of America	HARD-SIDED SUITCASE INCLUDING LIGHTING	12/844630 Jul 27, 2010	8814407 Aug 28, 2014

SCHEDULE C**CONFIRMATORY INTELLECTUAL PROPERTY ASSIGNMENT**

WHEREAS, **2395954 Ontario Inc.** is the owner of the trademarks listed on the Attached schedule A (collectively, the "Assigned Trademarks"), and the design patents and utility patents on the attached Schedule B (collectively, the "Assigned Designs and Patents");

AND WHEREAS, **Heys International Ltd.**, the full post office address of whose principal office or place of business is 333 Foster Cres., Suite 1, Mississauga, Ontario, Canada has acquired from **2395954 Ontario Inc.**, the whole right, title and interest to the Assigned Trademarks, together with the goodwill of the business carried on in association with the Assigned Trademarks;

AND WHEREAS, pursuant to an Asset Transfer Agreement between the parties effective as of the date hereof, **Heys International Ltd.** has acquired from **2395954 Ontario Inc.**, the whole right, title, and interest to the Assigned Designs and Patents;

NOW THEREFORE, in consideration for the payment set out in the Asset Transfer Agreement, and other good and valuable consideration, the receipt of which is hereby acknowledged, **2395954 Ontario Inc.** confirms that:

(i) it has assigned and transferred, and by these presents does assign and transfer unto **Heys International Ltd.**, its successors and assigns, all right, title and interest to the Assigned Trademarks, together with any common law rights therein and the goodwill of the business carried on in association with the Assigned Trademarks; and

(ii) it has assigned and transferred, and by these presents does assign and transfer unto **Heys International Ltd.**, its successors and assigns all right, title and interest to the Assigned Designs and Patents,

the same to be held by **Heys International Ltd.** as fully and effectually as they would have been held by the said **2395954 Ontario Inc.**, had this assignment and sale not been made.

EXECUTED at _____, this 31 day of March, 2023.

2395954 ONTARIO INC.

DocuSigned by:

Emran Sheikh

Name: DE8A13EC05044C7...

Title:

Acknowledged and Accepted at _____, this 31 day of March, 2023.

HEYS INTERNATIONAL LTD.

DocuSigned by:

Emran Sheikh

Name: DE8A13EC05044C7...

Title:

Asset Transfer Agreement.docx

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