

900473289 11/08/2018

**TRADEMARK ASSIGNMENT COVER SHEET**

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM497362

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UTEX CORPORATION		12/14/2017	Corporation: CANADA

**RECEIVING PARTY DATA**

<b>Name:</b>	FAMOUS BRANDS INC.
<b>Street Address:</b>	400 Sauve West
<b>City:</b>	Montreal
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H3L1Z8
<b>Entity Type:</b>	Corporation: CANADA a Company: CANADA

*AK*

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	1292373	UTEX
Registration Number:	4820397	UTEX

**CORRESPONDENCE DATA**

**Fax Number:**  
*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.*  
**Email:** akotras@lotusimm.com  
**Correspondent Name:** Famous Brands Inc.  
**Address Line 1:** 400 Sauve West  
**Address Line 4:** Montreal, CANADA H3L1Z8

OP \$65.00 1292373

<b>NAME OF SUBMITTER:</b>	Agata Kotras
<b>SIGNATURE:</b>	/Agata Kotras/
<b>DATE SIGNED:</b>	11/08/2018

**Total Attachments: 3**

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## DEED OF ASSIGNMENT

This deed of Assignment is made this 14 day of December, 2017.

Between

**UTEX CORPORATION**, a company organised and existing under the laws of the Canada, registered under Corporation Number 026376-1, having its registered office at 795 Chemin du Bord du Lac, PH2, Dorval, Quebec H9S 0A8 Canada,

(Hereinafter referred to as the "Assignor") and

**FAMOUS BRANDS INC.**, a company duly incorporated under the laws of the Province of Québec, with a place of business at 400 Sauvé West, Montreal, Province of Quebec, H3L 1Z8, Canada.

(Hereinafter referred to as the "Assignee")

Whereas:

- ◆ The Assignor is the sole and exclusive owner of the trademarks, which consist of the word UTEX and other related trademarks, full particulars of which are set out in Schedule A attached hereto (hereinafter referred to as the "Trademarks");
- ◆ The Assignor and the Assignee have executed that certain trademark assignment agreement (the "IP Assignment Agreement") dated concurrently herewith whereby the Assignor assigned the ownership and all rights existing in the Trademarks including the goodwill associated therewith to the Assignee upon the terms set out hereafter;
- ◆ The Assignee accepted such assignment.

*Now this deed witnesses as follows:*

### 1. ASSIGNMENT

The Assignor hereby assigns unto the Assignee the Assignor's registered rights and interests in respect with the Trademarks, with full effect upon signature by both parties of this deed of assignment. The present assignment is made for good and valuable considerations, the receipt of which is hereby acknowledged.

### 2. ASSIGNOR'S OBLIGATIONS

The Assignor agrees with the Assignee at the direction and expense of the Assignee to execute any further documents that the Assignee may reasonably require to give effect to this deed of Assignment and enable the Assignee to record the assignment contemplated by this deed.

## 3. NO VARIATION

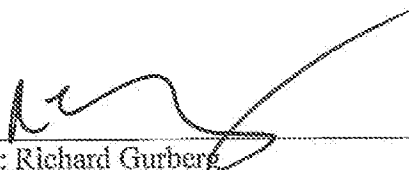
Any variation to this deed of Assignment shall be binding as between the parties only if it is recorded in a written document as a deed by or on behalf of the parties hereto.

## 4. MISCELLANEOUS

- a) This deed of Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- b) The IP Assignment Agreement and this Assignment constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties, indemnities or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein and in the IP Assignment Agreement.
- c) This Assignment shall be governed by and construed and enforced in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein, and each party hereto hereby irrevocably attorns to the jurisdiction of the courts of the Province of Quebec.
- d) The parties hereto state their express wish that this Assignment be drawn up in the English language. *Les parties aux présentes expriment leur désir explicite que cette cession soit rédigée en anglais.*

EXECUTED AND DELIVERED AS A DEED THE DATE HEREINABOVE WRITTEN.

The Assignor,  
UTEX CORPORATION

  
Per: Richard Gurberg

The Assignee,  
FAMOUS BRANDS INC.

  
Per: Gabriel Bilton

SCHEDULE A  
TRADEMARKS

<i>Trademarks</i>	<i>Registration No.</i>	<i>Class</i>
Utex (Canada)	TMA 878,230	
Platinum by Utex (Canada)	TMA 703,924	—
Utex (Mexico)	1580230	25
Utex (United States)	4820397	25
Utex (United States)	1292373	25