## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM310389

**SUBMISSION TYPE: NEW ASSIGNMENT** 

**NATURE OF CONVEYANCE:** ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Trimfit Global Inc.		06/20/2014	CORPORATION: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Lamour Global Inc.		
Street Address:	55 Louvain Street W., Suite 200		
City:	Montreal		
State/Country:	QUEBEC		
Postal Code:	H2N1A4		
Entity Type:	CORPORATION: QUEBEC		

#### **PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	0753378	TRIMFIT
Registration Number:	3821319	TRIMFIT KIDS
Serial Number:	85865988	TRIMFIT
Serial Number:	85980348	TRIMFIT
Serial Number:	86311750	TRIMFIT

#### **CORRESPONDENCE DATA**

Fax Number: 2127986358

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.

Phone: 212-326-0809

jalbrink@pryorcashman.com Email:

Muzamil Hug **Correspondent Name:** 

Address Line 1: c/o Pryor Cashman LLP, 7 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 13583.00001 Muzamil Huq NAME OF SUBMITTER: SIGNATURE: /mhuq/

07/11/2014 **DATE SIGNED:** 

**Total Attachments: 3** 

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## ASSIGNMENT OF TRADEMARK

This Assignment (this "Assignment") is made and entered into effective as of June 20, 2014 by and between Trimfit Global Inc., a Delaware corporation with an address at c/o Lamour Global Inc., 55 Louvain Street W., Suite 200, Montreal, Quebec H2N 1A4, Canada ("Assignor"), on the one hand, and Lamour Global Inc., a Quebec corporation with an address at 55 Louvain Street W., Suite 200, Montreal, Quebec H2N 1A4, Canada ("Assignee"), on the other hand.

WHEREAS, Assignor owns the trademark registrations and applications for the marks set forth on Schedule A attached hereto (the "Marks");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign, transfer, convey, grant, and set over to Assignee for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives forever as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, Assignor's entire right, title and interest in, to and under the Marks, throughout the world in perpetuity, and any renewals, reissues and extensions thereof, together with the goodwill associated with the Mark and that part of Assignor's business connected with the use thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the Marks, including without limitation, Assignor's common law rights and rights under the laws of unfair competition, and any and all rights to all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present, and/or future infringement, damages, or other unauthorized use of the rights currently known to Assignor as of the date hereof or that may become known after the date of this Assignment.

Assignor hereby represents and warrants that Assignor has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Marks to any third party.

Assignor authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Marks as Assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor hereby agrees to execute any and all papers, and to perform such other proper acts, as may be reasonably necessary to secure to Assignee, or to its successors or assigns, the rights hereby transferred.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, have caused this Assignment to be duly executed below on the dates indicated by their duly authorized officers.

**ASSIGNOR:** 

TRIMFIT GLOBAL/INC.

By:

Name: Director

Title:

**ASSIGNEE:** 

LAMOUR GLOBAL)INC.

Title: Director

# SCHEDULE A

# Marks

Country	Reg. / Appl. No.:	Mark:	Classes:	Registration / Filing Date:
Canada	TMA200305	Transit	N/A	July 5, 1974
Canada	TMA120073	TRIMFIT	N/A	November 4, 1960
Canada	1654275	TRIMFIT	N/A	November 29, 2013
Canada	TMA799587	Tradition (2.85)	N/A	June 8, 2011
Canada	UCA5935	TRIMFIT	N/A	May 2, 1936
Canada	TMA585882	COMFORTOE	N/A	July 23, 2003
Canada	1617984	TRIMFIT	N/A	March 5, 2013
United States	0753378	TRIMFIT	25	July 23, 1963
United States	3821319	TRIMFIT KIDS	25	July 20, 2010
United States	85865988	TRIMFIT	25	March 4, 2013
United States	85980348	TRIMFIT	25	March 4, 2013
United States	86311750	TRIMFIT	25	June 17, 2014



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**RECORDED: 07/11/2014**