

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM441885

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/31/2014
RESUBMIT DOCUMENT ID:	900419324

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Franchise Capital Corporation		08/28/2017	Corporation: BARBADOS

RECEIVING PARTY DATA

Name:	MatchPoint International Inc.
Street Address:	1305 Narragansett Blvd.
City:	Cranston
State/Country:	RHODE ISLAND
Postal Code:	02905
Entity Type:	Corporation: ONTARIO

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3338545	TAKE THE TEST
Registration Number:	3486984	MATCHPOINT

CORRESPONDENCE DATA

Fax Number: 7037741201

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: 7037741214

Email: mfaunce@plavekoch.com

Correspondent Name: MARISA D. FAUNCE

Address Line 1: 12005 SUNRISE VALLEY DRIVE

Address Line 2: SUITE 200

Address Line 4: RESTON, VIRGINIA 20191

NAME OF SUBMITTER:	Marisa D. Faunce
SIGNATURE:	/Marisa D. Faunce/
DATE SIGNED:	09/05/2017

Total Attachments: 3

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NUNC PRO TUNC TRADEMARK ASSIGNMENT AGREEMENT

This Nunc Pro Tunc Trademark Assignment Agreement ("Agreement") is entered into as of the 28th day of August, 2017 by and between Franchise Capital Corporation, a corporation of Barbados, ("Assignor") and MatchPoint International Inc., a corporation of Ontario ("Assignee")

WHEREAS, Assignor was the owner of the marks described in the attached Exhibit A (the "Marks") on the Assignment Date (defined below);

WHEREAS, Assignee acquired said Marks together with the goodwill associated with such Marks as of the Assignment Date; and

WHEREAS, Assignor and Assignee now wish to confirm and memorialize the earlier assignment of the Marks.

NOW, THEREFORE, for good and valuable consideration, the parties intending to be legally bound, agree as follows:

1. **Assignment.** Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, all registration rights with respect to the Marks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Marks *nunc pro tunc* effective as of July 31, 2014 (the "Assignment Date").
2. **Assumption.** Assignee hereby accepts Assignor's assignment of all rights, title and interest (including but not limited to, all registration rights with respect to the Marks, all rights to prepare derivative marks, all goodwill and all other rights) in and to the Marks *nunc pro tunc* effective as of the Assignment Date.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year as written above.

ASSIGNOR:
Franchise Capital Corporation
A corporation of Barbados

ASSIGNEE:
MatchPoint International Inc.
A corporation of Ontario

By: 
Name: D. Donoghue
Title: Director

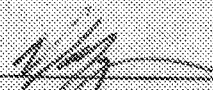
By: 
Name: N.J. Monte
Title: President

EXHIBIT A
MARKS

MARK	REGISTRATION NUMBER	REGISTRATION DATE
TAKE THE TEST	3,338,545	November 20, 2007
MatchPoint	3,486,984	August 19, 2008