

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AQUA LILY PRODUCTS, LLC		01/04/2019	Limited Liability Company: ARIZONA
RECEIVING PARTY DATA			
Name:	JACOBS & THOMPSON LTD.		
Street Address:	89 KENHAR DRIVE		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M9L 2R3		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4249734	AQUA LILY PAD	
Registration Number:	4771105	MAUI MAT	
Registration Number:	5172074	FLEXCORE	
Registration Number:	4924249	FLEXCORE TECHNOLOGY	
Registration Number:	4476351		
Registration Number:	4464258		
Serial Number:	88210199	GAME CHANGER	
CORRESPONDENCE DATA			
Fax Number:	7168490349		
<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:	7168564000		
Email:	dcarosa@hodgsonruss.com		
Correspondent Name:	Daniel R. Carosa		
Address Line 1:	140 Pearl St.		
Address Line 2:	Suite 100		
Address Line 4:	Buffalo, NEW YORK 14202		
ATTORNEY DOCKET NUMBER:	079728.00005		
NAME OF SUBMITTER:	Daniel R. Carosa		

OP \$190.00 4249734

SIGNATURE:	/daniel r carosa/
DATE SIGNED:	01/04/2019
Total Attachments: 4 source=Assignment of Patents and Trademarks#page1.tif source=Assignment of Patents and Trademarks#page2.tif source=Assignment of Patents and Trademarks#page3.tif source=Assignment of Patents and Trademarks#page4.tif	

ASSIGNMENT OF PATENTS AND TRADEMARKS

This Assignment of Patents and Trademarks ("*Assignment*"), effective as of January 4, 2019 ("*Effective Date*"), is given by Aqua Lily Products, LLC, a limited liability company of Arizona, with an address at 4485 Glenbrook Rd., Willoughby, Ohio 44094 ("*Assignor*") to Jacobs & Thompson Ltd., a corporation of Delaware, with an address at 89 Kenhar Drive Toronto, Ontario, Canada M9L 2R3 ("*Assignee*").

WHEREAS, Assignor owns the patents and patent applications listed on Exhibit A (the "*Patents*");

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor all of Assignor's right, title, and interest in and to the Patents;

WHEREAS, Assignor owns the trademarks and service marks listed on Exhibit B, including, without limitation, all applications and registrations therefor (the "*Marks*") together with any and all goodwill of the business symbolized by and associated with the Marks; and

WHEREAS, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor all of Assignor's right, title, and interest in and to the Marks, together with all of the goodwill of the business symbolized by and associated with the Marks, worldwide.

NOW, THEREFORE, for good and valuable consideration, including for the sum of Ten U.S. Dollars (\$10.00 USD), the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers, conveys, sets over, and delivers unto Assignee and Assignee's successors and assigns forever, on a worldwide basis: (i) the Patents and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof; (ii) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world; (iii) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; (iv) the right to sue for all past, present, and future infringements, misappropriations, and other violations of the Patents and to recover damages and other amounts related thereto; (v) all of Assignor's right, title, and interest in and to the Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby; (vi) the right to apply for and obtain registrations for the Marks and all rights of renewal and extensions thereof, including, without limitation, all rights under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties related to the Marks; (vii) all common-law rights related to the Marks; and (viii) the right to sue for all past, present, and future infringements, dilutions, and other violations of the Marks and to recover damages and other amounts related thereto. Assignor will cooperate and work with Assignee and will provide and execute any and all additional papers, documents, or instruments necessary to complete the Assignment herein and vest title and ownership of the Patents and Marks in Assignee. Assignee hereby assumes any and all expenses associated with the foregoing assigned Marks and Patents arising or incurred after the date hereof including, but not limited to,

attorneys' fees, filings fees, and costs of prosecution and maintenance of the Patents, Patent applications, Marks, and Mark applications.

TO HAVE AND TO HOLD the same unto said Assignee, its successors and assigns, forever.

AQUA LILY PRODUCTS, LLC

By: 



Name: Brian Cannon

Title: President

Exhibit A

COUNTRY	APPL./PAT. NO.	APPL./PAT. DATE	TITLE
U.S.A.	D618,968	Pat. 06/16/2010	BEVERAGE CONTAINER HOLDER ACCESSORY FOR POOL NOODLE
U.S.A.	9,771,133	Pat. 09/26/2017	TEAR RESISTANT WATER MAT
U.S.A.	14/376,609	Appl. 08/04/2014	REINFORCED FOAM LAMINATES AND METHODS OF REINFORCING FOAM LAMINATES
U.S.A.	62/776186	Appl. 12/6/2018	FLOATING GAME ASSEMBLY AND METHOD

Exhibit B

MARK	COUNTRY	APPL./REG. NO.	APPL./REG. DATE
AQUA LILY PAD	U.S.A.	4,249,734	11/27/2012
MAUI MAT	U.S.A.	4,771,105	07/14/2015
FLEXCORE	U.S.A.	5,172,074	03/28/2017
FLEXCORE TECHNOLOGY	U.S.A.	4,924,249	03/22/2016
	U.S.A.	4,476,351	01/28/2014
	U.S.A.	4,464,258	01/07/2014
GAME CHANGER	U.S.A.	88/210,199	11/29/2018