

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM675124

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spartan Bioscience, Inc.		09/08/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	2856031 ONTARIO INC.		
Street Address:	340 Leggett Drive		
City:	Kanata		
State/Country:	CANADA		
Postal Code:	K2K 2A4		
Entity Type:	corporation organized under the laws of Ontario: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5309262	SPARTAN	
Registration Number:	5525419	SPARTAN CUBE	
Serial Number:	88948855	SPARTAN BIOSCIENCE	
Serial Number:	88948859	SPARTAN	
CORRESPONDENCE DATA			
Fax Number:			
<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:	617-248-5000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2012519-0008		
DOMESTIC REPRESENTATIVE			
Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		

OP \$115.00 5309262

Address Line 4: Boston, MASSACHUSETTS 02110	
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	09/17/2021
Total Attachments: 7 source=17. Trademark Assignment (Sept 8)#page1.tif source=17. Trademark Assignment (Sept 8)#page2.tif source=17. Trademark Assignment (Sept 8)#page3.tif source=17. Trademark Assignment (Sept 8)#page4.tif source=17. Trademark Assignment (Sept 8)#page5.tif source=17. Trademark Assignment (Sept 8)#page6.tif source=17. Trademark Assignment (Sept 8)#page7.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (the "**Agreement**"), dated as of September 8, 2021 (the "**Effective Date**") is made by and between Spartan Bioscience, Inc., having a place of business at 2934 Baseline Road, Suite 500, Ottawa ON K2H 1B2 (the "**Assignor**") and 2856031 ONTARIO INC., having a place of business at 340 Leggett Drive Kanata, ON K2K 2A4 (the "**Assignee**"). Herein each is referred to as a "Party" and collectively as the "Parties."

WHEREAS, Assignor is the owner of record for the trademark applications and registrations listed in attached Schedule A (the "**Trademarks**");

WHEREAS Assignor and Assignee have entered into an Asset Purchase Agreement made as of July 23, 2021 (the "**Asset Purchase Agreement**") pursuant to which, among other things, the parties thereto agreed that, the Assignor would sell, assign, transfer and convey to the Assignee all of the right, title, benefit and interest of the Assignor in, to and under, or relating to, the Intellectual Property (as defined therein), including the Trademarks;

WHEREAS Assignor desires to sell, assign, transfer and convey all right, title, benefit and interest in and to the Trademarks, together with the goodwill associated therewith;

WHEREAS Assignee is desirous of acquiring all right, title, benefit and interest in and to the Trademarks, together with the goodwill associated therewith;

NOW THEREFORE in consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereby acknowledge and agree as follows:

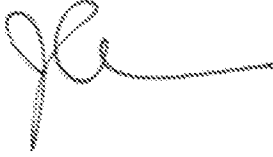
1. The Trademarks are being assigned by Assignor to Assignee as part of the entire ongoing and existing business to which the Trademarks pertain, as required by Section 10 of the Trademark Act, 15 U.S.C. §1060.
2. Effective as of the Effective Date, Assignor hereby sells, assigns, transfers, and conveys to the Assignee, its successors and assigns all of Assignor's right, title, benefit and interest in and to the Trademarks including the applications and registrations therefore and the goodwill associated therewith and all claims, causes of actions and rights to pursue and collect damages, costs, injunctive relief and other remedies for past, current or future infringement, or other violation of any of the foregoing.

Signature page follows

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have executed this Assignment as of the dates indicated below.

Assignor:

Spartan Bioscience, Ltd.



By: _____

Name: Jennifer Ross-Carriere

Title: Interim CEO

Date: _____

Assignee:

2856031 ONTARIO INC.

By: _____

Name: _____

Title: _____

Date: _____

IN WITNESS WHEREOF the Parties, by their duly authorized representatives, have executed this Assignment as of the dates indicated below.

Assignor:

Spartan Bioscience, Ltd.

By: _____


Name: _____

Title: _____

Date: _____

Assignee:

2856031 ONTARIO INC.

By:  _____

Name: Steven Edgett _____

Title: President _____


Date: _____


Schedule A

TRADEMARKS

TRADEMARK	APPLICATION/REGISTRATION NO.	FILING/DETAILS	REGISTRATION
CANADA			
DNA RESULTS. ANYTIME. ANYWHERE.	Appl. No. 1,284,882 Reg. No. TMA753,996	Registered: 26-NOV-2009	
SPARTAN DX CA-3	Appl. No. 1,336,644 Reg. No. TMA739,194	Registered: 30-APR-2009	
SPARTAN BIOSCIENCE	Appl. No.: 2,032,106	Filing Date: 04-JUN-2020	
<i>Spartan</i>	Appl. No.: 2,032,108	Filing Date: 04-JUN-2020	
SPARTAN	Appl. No.: 2,032,105	Filing Date: 04-JUN-2020	
SPARTAN CUBE	Appl. No.: 2,032,107	Filing Date: 04-JUN-2020	
STAY POSITIVE. TEST NEGATIVE.	Appl. No. 2,082,850	Filing Date 05-02-2021	
EUROPE			
SPARTAN BIOSCIENCE	Application No.: 018250121 Registration No. 018250121	Filing Date: 05-JUN-2020 Registration Date: 28-OCT-2020	

TRADEMARK	APPLICATION/REGISTRATION NO.	FILING/DETAILS	REGISTRATION
<i>Spartan</i>	Application No.: 018250143 Registration No. 018250143	Filing Date: 05-JUN-2020 Registration Date: 28-OCT-2020	
SPARTAN	Application No.: 018250123 Registration No.: 018250123	Filing Date: 05-JUN-2020 Registration Date: 27-OCT-2020	
SPARTAN CUBE	Application No.: 018250124	Filing Date: 05-JUN-2020	
UNITED KINGDOM			
SPARTAN BIOSCIENCE	Application No.: 3497455 Registration No.: UK00003497455	Registration Date: 05-JUN-2020	
<i>Spartan</i>	Application No.: 3497489 Registration No. UK00003497489	Registration Date: 05-JUN-2020	
SPARTAN	Application No.: 3497460 Registration No. UK00003497460	Registration Date: 05-JUN-2020	
SPARTAN CUBE	Application No.: 3497475 Registration No.: UK00003497475	Registration Date: 05-JUN-2020	

TRADEMARK	APPLICATION/REGISTRATION NO.	FILING/REGISTRATION DETAILS
SPARTAN BIOSCIENCE	Registration No.: UK00918250121	Registration Date: 05-JUN-2020
	Registration No.: UK00918250143	Registration Date: 05-JUN-2020
SPARTAN	Registration No.: UK00918250123	Registration Date: 05-JUN-2020
SPARTAN CUBE	Registration No.: UK00918250124	Registration Date: 05-JUN-2020

UNITED STATES		
	Application No.: 87149440 Registration No.: 5309262	Registered: 17-OCT-2017
SPARTAN CUBE	Application No.: 87149467 Registration No.: 5525419	Registered: 04-APR-2017
SPARTAN BIOSCIENCE	Application No.: 88948855	Filing Date: 04-JUN-2020
SPARTAN	Application No.: 88948859	Filing Date: 04-JUN-2020
STAY POSITIVE. TEST NEGATIVE.	Application No. 79312323	Filing Date: 12-FEB-2021
MADRID PROTOCOL APPLICATIONS		

STAY POSITIVE. TEST NEGATIVE.	WIPO Application No. 1594470	Reception Date: February 12, 2021
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