

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
UWG INC.		02/29/2008	CORPORATION: CANADA

RECEIVING PARTY DATA	
Name:	UWG GLOBAL INC.
Street Address:	3925 STEELES AVENUE EAST, UNITS 5-7
City:	BRAMPTON
State/Country:	CANADA
Postal Code:	L6T 5W5
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2743993	BAZILLIONS OF BUBBLES
Registration Number:	2790086	GENTLE CARE
Registration Number:	2508247	SHINE IT
Registration Number:	2461324	SAVE IT
Registration Number:	2545879	UWG
Registration Number:	2601869	UNITED WE GROW
Registration Number:	2749133	KD'S
Registration Number:	2484245	STICKY FINGERS
Registration Number:	2501224	DOUBLE DOZEN
Registration Number:	2409912	FUN FOAM
Registration Number:	2198524	COUNTRY BOUQUET
Registration Number:	2322847	ACTION 1

CORRESPONDENCE DATA

OP \$315.00 2743993

Fax Number: (403)265-7219
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 403-298-3157
Email: pinsentl@bennettjones.ca
Correspondent Name: LORRAINE PINSENT
Address Line 1: 4500 BANKERS HALL EAST, 855 2ND ST. SW
Address Line 4: CALGARY, CANADA T2P 4K7

DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	LORRAINE PINSENT
Signature:	/LORRAINE PINSENT/
Date:	03/07/2008

Total Attachments: 13
source=uwg assignment#page1.tif
source=uwg assignment#page2.tif
source=uwg assignment#page3.tif
source=uwg assignment#page4.tif
source=uwg assignment#page5.tif
source=uwg assignment#page6.tif
source=uwg assignment#page7.tif
source=uwg assignment#page8.tif
source=uwg assignment#page9.tif
source=uwg assignment#page10.tif
source=uwg assignment#page11.tif
source=uwg assignment#page12.tif
source=uwg assignment#page13.tif

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is made as of the 29th day of February, 2008.

AMONG:

RSM RICHTER INC., in its capacity as the Court-appointed interim receiver and receiver and manager of the assets, undertakings and properties of UWG INC. (the "Company") and not in its personal or corporate capacity (the "Assignor")

OF THE FIRST PART

- and -

UWG GLOBAL INC.

(the "Assignee")

OF THE SECOND PART

WHEREAS:

- A. The Assignor was appointed as interim receiver and receiver and manager of the assets, undertakings and properties of the Company relating to the business of distributing designed and branded products under various labels to retailers pursuant to an order (the "**Appointment Order**") of the Honourable Spence, of the Ontario Superior Court of Justice (Commercial List) dated February 29, 2008;
- B. Pursuant to the Appointment Order, the Assignor is authorized to sell, convey, transfer and assign the assets, undertakings and properties of the Company;
- C. Pursuant to an asset purchase agreement (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time, the "**Purchase Agreement**"), dated as of the date hereof between the Assignor and Assignee, the Assignor has agreed, subject to obtaining court approval, to sell, transfer and assign and the Assignee has agreed to purchase, acquire and assume the Company's right, title and interest in the Purchased Assets of the Company;
- D. Pursuant to the Purchase Agreement, the Assignor has agreed to execute and deliver this assignment to the Assignee on the terms and conditions contained herein; and
- E. By court order dated February 28, 2008 (the "**Approval and Vesting Order**"), the Purchase Agreement and the transactions provided therein were approved and the Purchased Assets were vested in the Assignee conditional on the filing of the Receiver's Certificate (as defined in the Approval and Vesting Order) by the Assignor.

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. **Definitions**

Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the Purchase Agreement.

2. **Assignment**

Effective from and after the date hereof and subject to the terms of the Purchase Agreement and the Approval and Vesting Order, the Assignor hereby transfers, assigns and sets over unto the Assignee all of the Company's right, title and interest in, to and under all intellectual property, including, without limitation: all patents, copyrights, trademarks, trade names, industrial or trade designs, and the benefit of any applications made to any governmental agency or authority with respect to the registration thereof; all licenses; all computer programs, websites, system databases, and outsourced system databases, and all source code in respect thereof, expressed, fixed, embodied, or stored in any manner, whether electronic or otherwise; all confidential information (including, without limitation, trade secrets and know-how); the benefit of all warranties and maintenance agreements; all manuals and training related materials; and all promotional, advertising and sales materials, including all print, audio, video and electronic materials, including, but not limited to the registered Trademarks listed on Schedule "A" attached hereto, including any and all privileges, rights, appurtenances, benefits, advantages, goodwill and reputation derived therefrom, and all rights in any matured cause of action related thereto in Canada, the United States of America, and throughout the World (collectively the "**Intellectual Property**").

3. **Acceptance**

The Assignee hereby accepts the assignment and transfer contained in Section 2 and agrees with the Assignor that, subject to the terms of the Purchase Agreement and the Approval and Vesting Order, the Assignee will, effective from and after the date hereof, assume all obligations and liabilities of the Assignor under the Intellectual Property and covenants to and in favour of the Assignor to observe and perform the obligations of the Assignor under the Intellectual Property and undertakes to pay, fulfill and discharge the same arising from and after the date hereof under or pursuant to or in connection with the Intellectual Property.

4. **Notices**

Any notice to be given to the parties hereto under or in connection with this Agreement shall be in writing and shall be sufficiently given if delivered personally, by fax or email, addressed as follows, or to such other address as any party hereto may provide notice of to the other parties hereto:

(a) in the case of a Notice to the Assignor at:

200 King Street West

Suite 1100
Toronto, ON
M5H 3T6

Attention: Robert Kofman
Fax: 416.932.6200
E-Mail: bkofman@RSMRichter.com

with a copy to:

Ogilvy Renault LLP
Suite 3800, Royal Bank Plaza, South Tower
200 Bay St., P.O. Box 84
Toronto, ON M5J 2Z4

Attention: Tony Reyes
Fax: 416.216.3930
E-Mail: treyes@ogilvyrenault.com

(b) in the case of a Notice to the Assignee at:

3925 Steeles Avenue East, Units 5-7
Brampton, Ontario
L6T 5W5

Attention: Howard Usher
Fax: (905) 866-6401
Email: husher@UnitedWeGrow.com

with a copy to:

Bennett Jones LLP
Suite 3400, One First Canadian Place
P.O. Box 130
Toronto, ON M5X 1A4

Attention: Murray Perelman
Fax: 416.863.1716
Email: perelmanm@bennettjones.ca

Notices delivered personally shall be deemed to have been received on the day on which they were delivered. Notices sent by fax or email shall be deemed to have been received on the day of transmission, if sent before 5:00 p.m. on a business day, or on the next business day if sent after 5:00 p.m.

5. **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada therein.

6. **Paramountcy**

To the extent that there is a conflict between the terms of this Agreement and the Letter of Intent, the terms and provisions of the Letter of Intent shall govern.

7. **Further Assurances**

Each of the parties hereto shall execute and deliver all such further documents and do such other things as the other parties hereto may reasonably request to give full effect to this Agreement.

8. **Successors and Assigns**

All of the covenants and agreements in this Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall enure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

9. **Counterparts**

This Agreement may be executed in several counterparts and by facsimile or portable document format (pdf) transmission of an originally executed document, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

10. **Assignor's Capacity**

The Assignor acts solely in its capacity as Court appointed interim receiver and receiver manager of the assets, undertaking and properties of the Company with no personal or corporate liability.

11. **Headings, Extended Meanings**

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine and *vice versa*; and words importing persons include firms or corporations and *vice versa*.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

RSM RICHTER INC., in its capacity as the Court-appointed interim receiver and receiver and manager of the assets, undertakings and properties of UWG Inc. and not in its personal capacity

Per: 

Name: Robert Koffman
Title: Vice-President

I have the authority to bind the Corporation

UWG GLOBAL INC.

Per: _____

Name: Sam Fleiser
Title: Secretary

I have the authority to bind the Corporation

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

RSM RICHTER INC., in its capacity as the Court-appointed interim receiver and receiver and manager of the assets, undertakings and properties of UWG Inc. and not in its personal capacity

Per: _____

Name: Robert Koffman

Title: Vice-President

I have the authority to bind the Corporation

UWG GLOBAL INC.

Per: _____

Name: Sam Fleiser

Title: Secretary

I have the authority to bind the Corporation

SCHEDULE "A"

TRADEMARKS

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
Canada	Action-1	TMA500,064	2013/09/04	1996/08/23	821,465
Canada	Bazillions Of Bubbles	TMA617,479	2019/08/24	2001/07/13	1,109,418
Canada	BRITANNIA Design	TMA431,449	2009/08/05	1992/11/03	716,097
Canada	Clear It	TMA559,141	2017/03/13	1999/07/28	1,024,094
Canada	Clear It	TMA563,014	2017/06/04	2000/06/08	1,062,370
Canada	Country Bouquet	TMA425,329	2009/03/18	1992/08/21	711,484
Canada	Country Cupboard	TMA400,662	2007/07/24	1991/08/07	687,369
Canada	Double Dozen	TMA536,423	2015/11/02	1998/10/14	893,225
Canada	Dry'n Shine			1997/07/07	850,059
Canada	Family Choice	TMA387,920	2006/08/23	1988/07/15	611,237
Canada	Fun Foam	TMA518,599	2014/10/25	1998/09/18	890,774
Canada	Gentle Care	TMA521,791	2015/01/19	1998/11/04	895,429
Canada	Kdl	TMA536,490	2015/11/02	1998/11/04	895,428
Canada	Kdl Wrinkle Release			2005/09/14	1,271,982
Canada	Nana's Own	TMA301,593	2015/04/04	1984/06/20	524,040
Canada	Novo	TMA564,705	2017/07/15	2000/04/27	1,056,813
Canada	Premier & Design	TMA536,724	2015/11/06	1995/06/30	786,418
Canada	Premier Delight	TMA487,310	2012/12/19	1996/07/31	819,403
Canada	Protect It	TMA570,957	2017/11/20	2000/10/18	1,079,211

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
Canada	Refresh	TMA562,749	2017/05/29	1999/12/20	1,040,217
Canada	Royal Lion & Design	TMA428,972	2009/06/17	1992/11/03	716,027
Canada	Royal Majesty	TMA558,934	2017/03/08	1999/02/03	1,003,949
Canada	Save It	TMA536,451	2015/11/02	1998/12/30	1,000,820
Canada	Shine It	TMA536,556	2015/11/03	1998/12/30	1,000,818
Canada	Sticky Fingers	TMA536,488	2015/11/02	1999/02/08	1,004,497
Canada	Tuff Stuff	TMA558,976	2017/03/11	1999/07/20	1,022,943
Canada	Tuff Stuff	TMA562,750	2017/05/29	1999/12/20	1,040,216
Canada	United We Grow	TMA546,837	2016/06/20	1999/09/28	1,030,439
Canada	Uwg	TMA453,176	2011/01/26	1994/12/20	771,426
Canada	Wrinkle Release			2000/03/30	1,053,164
U.S.	Bazzillions of Bubbles	2743993			76315495
U.S.	Gentle Care	2790086			76072105
U.S.	Shine It	2508247			75914477
U.S.	Save It	2461324			75914475
U.S.	UWG	2545879			75871188
U.S.	United We Grow	2601869			75871187
U.S.	KD's	2749133			75831856
U.S.	Sticky Fingers	2484245			75658995
U.S.	Double Dozen	2501224			75602292
U.S.	Fun Foam	2409912			75602291
U.S.	Country Bouquet	2198524			75388471

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
U.S.	Action 1	2322847			75381951

**CONFIRMATION OF SECURITY INTEREST
IN INTELLECTUAL PROPERTY**

WHEREAS UWG GLOBAL INC. (the "**Borrower**"), a corporation incorporated and existing under the laws of the Province of Ontario, with its registered offices at 3925 Steeles Avenue East, Units 5-7, Brampton, Ontario, L6T 5W5 is the owner of the intellectual property set forth in Exhibit "A" hereto, the registrations and applications for the intellectual property identified therein and any underlying goodwill associated with such intellectual property (collectively, the "**Intellectual Property**");

AND WHEREAS the Borrower entered into an agreement with CALLIDUS CAPITAL CORPORATION (the "**Lender**"), as reflected by a separate document entitled the "**General Security Agreement**" dated as of February 29, 2008 by which the Borrower granted to the Lender a security interest in and to certain property, including the Intellectual Property; and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged and in accordance with the terms and obligations set forth in the General Security Agreement, the Borrower confirms the grant to the Lender of a security interest in and to the Intellectual Property.

DATED at Toronto on this 29th day of February, 2008.

UWG INC.

Per:

Name: Sam Fleiser

Title: Secretary

EXHIBIT "A"
INTELLECTUAL PROPERTY

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
Canada	Action-1	TMA500,064	2013/09/04	1996/08/23	821,465
Canada	Bazillions Of Bubbles	TMA617,479	2019/08/24	2001/07/13	1,109,418
Canada	BRITANNIA Design	TMA431,449	2009/08/05	1992/11/03	716,097
Canada	Clear It	TMA559,141	2017/03/13	1999/07/28	1,024,094
Canada	Clear It	TMA563,014	2017/06/04	2000/06/08	1,062,370
Canada	Country Bouquet	TMA425,329	2009/03/18	1992/08/21	711,484
Canada	Country Cupboard	TMA400,662	2007/07/24	1991/08/07	687,369
Canada	Double Dozen	TMA536,423	2015/11/02	1998/10/14	893,225
Canada	Dry'n Shine			1997/07/07	850,059
Canada	Family Choice	TMA387,920	2006/08/23	1988/07/15	611,237
Canada	Fun Foam	TMA518,599	2014/10/25	1998/09/18	890,774
Canada	Gentle Care	TMA521,791	2015/01/19	1998/11/04	895,429
Canada	Kdl	TMA536,490	2015/11/02	1998/11/04	895,428
Canada	Kdl Wrinkle Release			2005/09/14	1,271,982
Canada	Nana's Own	TMA301,593	2015/04/04	1984/06/20	524,040
Canada	Novo	TMA564,705	2017/07/15	2000/04/27	1,056,813
Canada	Premier & Design	TMA536,724	2015/11/06	1995/06/30	786,418
Canada	Premier Delight	TMA487,310	2012/12/19	1996/07/31	819,403

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
Canada	Protect It	TMA570,957	2017/11/20	2000/10/18	1,079,211
Canada	Refresh	TMA562,749	2017/05/29	1999/12/20	1,040,217
Canada	Royal Lion & Design	TMA428,972	2009/06/17	1992/11/03	716,027
Canada	Royal Majesty	TMA558,934	2017/03/08	1999/02/03	1,003,949
Canada	Save It	TMA536,451	2015/11/02	1998/12/30	1,000,820
Canada	Shine It	TMA536,556	2015/11/03	1998/12/30	1,000,818
Canada	Sticky Fingers	TMA536,488	2015/11/02	1999/02/08	1,004,497
Canada	Tuff Stuff	TMA558,976	2017/03/11	1999/07/20	1,022,943
Canada	Tuff Stuff	TMA562,750	2017/05/29	1999/12/20	1,040,216
Canada	United We Grow	TMA546,837	2016/06/20	1999/09/28	1,030,439
Canada	Uwg	TMA453,176	2011/01/26	1994/12/20	771,426
Canada	Wrinkle Release			2000/03/30	1,053,164
U.S.	Bazzillions of Bubbles	2743993			76315495
U.S.	Gentle Care	2790086			76072105
U.S.	Shine It	2508247			75914477
U.S.	Save It	2461324			75914475
U.S.	UWG	2545879			75871188
U.S.	United We Grow	2601869			75871187
U.S.	KD's	2749133			75831856
U.S.	Sticky Fingers	2484245			75658995
U.S.	Double Dozen	2501224			75602292
U.S.	Fun Foam	2409912			75602291

Country	Trademark	Regn. No.	Renewal Date	Appln. Date	Appln. No.
U.S.	Country Bouquet	2198524			75388471
U.S.	Action 1	2322847			75381951