

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Businesstone LLC		12/14/2011	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	RC Products Ltd.		
Street Address:	550 East Kent Avenue South		
City:	Vancouver, B.C.		
State/Country:	CANADA		
Postal Code:	V5X 4V6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2467286	BAKODA	
Registration Number:	2448914	BAKODA	
Registration Number:	2448915	BAKODA	
CORRESPONDENCE DATA			
Fax Number:	(719)633-1518		
Phone:	719-473-3800		
Email:	jill.chalmers@bryancave.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jill J. Chalmers		
Address Line 1:	90 South Cascade Avenue, Suite 1300		
Address Line 2:	Bryan Cave LLP		
Address Line 4:	Colorado Springs, COLORADO 80903		
DOMESTIC REPRESENTATIVE			

CH \$90.00 2467286

Name: Jill J. Chalmers
Address Line 1: 90 South Cascade Avenue, Suite 1300
Address Line 2: Bryan Cave LLP
Address Line 4: Colorado Springs, COLORADO 80903

NAME OF SUBMITTER:	Jill J. Chalmers
Signature:	/jill j. chalmers/
Date:	03/28/2012

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

Dated this 14th day of December, 2011

Between

Businessone LLC, with registered offices at 301 East 79th Street, Suite 24-H, New York NY 10021 (United States of America), resident in Italy in Montebelluna (TV), Via Roma no. 34, Tax Identification Code 92027190260, hereinafter referred to as the "Assignor";

on one side

and

RC Products Ltd, with registered offices at 550 East Kent Avenue South, Vancouver, B.C. V5X 4V6, hereinafter referred to as the "Assignee"

on the other side

WHEREAS:

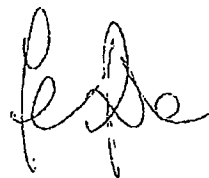
- a) The Assignor is the owner of the "BAKODA" trade mark, which is a national trade mark in the individual Countries as specified in detail in the list annexed to this Agreement (Document 1), and certain Related Trade mark Assets (as defined below);
- b) it is the Assignor's intention to sell to the Assignee, who intends to buy the trade marks registered in each individual Country, listed and described in the annexed Document 1, and the Related Trade mark Assets;
- c) the Assignor intends to transfer the Related Trade mark Assets and the individual national trade marks, listed in the table in Document 1, to the Assignee, which the Assignee intends to purchase, for all the categories of products and services for which the trade marks have been requested;
- d) hereinafter, the "BAKODA trade mark" refers to all right, title and interest of the Assignor in any trademarks containing the word "BAKODA", on a worldwide basis and whether registered or unregistered, including without limitation the individual national trade marks described in the annexed Document 1;
- e) hereinafter, "Related Trade mark Assets" refers to all marketing materials, graphic design files (including without limitation logos, brand guidelines, purchased imagery, advertising layouts, in-store displays, product packaging and product catalogues), product design files (including without limitation sketches, illustrations, factory specification packs and CAD design files) and social media or other marketing accounts (including without limitation user and password information for all social media accounts), in any form of media, owned by the Assignor in connection with or related to the Bakoda trade mark; and
- (f) the above considerations and the preamble, as well as the Annexes, all form an integral and essential part of this Agreement,

NOW THEREFORE THIS ASSIGNMENT WITNESSES that in consideration of the mutual covenants herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties covenant and agree as follows:

Article 1

The Assignor conveys and sells to the Assignee, who acquires full ownership, all rights, titles and interests, without any restriction, in and to, including all rights and obligations that derive from, the BAKODA trade mark and the Related Trade mark Assets.

Article 2



The Assignor represents and warrants that the address listed for the Assignor on the first page of this Agreement is the address under which the BAKODA trade mark is registered in each trade mark registry or other office in which the BAKODA trade mark is registered.

Article 3

The Assignor represents and warrants that it has not assigned or limited in favour of third parties any rights in or to the BAKODA trade mark or the Related Trade mark Assets.

Article 4

All charges, formalities and fees necessary for the registration of this contract at the competent Offices of the individual Countries, and at all Offices and relevant organisations, shall be at the Assignee's expense. The Assignor commits to assist with the fulfilment of the registration formalities, if this should prove necessary.

Article 5

The object of this Agreement is solely the assignment of the BAKODA trade mark and the Related Trade mark Assets and excludes any presumption of the sale of the company relating to the BAKODA trade mark and Related Trade mark Assets.

Article 6

Pursuant to the legal conditions, the Assignee will be responsible for the periodic renewal of the BAKODA trademark, at its own expense and for the payment of taxes and any other required expense.

Article 7

The purchase price payable by the Assignee to the Assignor for the purchase and sale of the Bakoda trade mark and Related Assets as contemplated hereunder will be € 22,878,00 (the "Purchase Price"). The Purchase Price shall be paid and satisfied by certified cheque or wire transfer, payable to Businessstone LLC, with registered offices at 301 East 79th Street, Suite 24-H, New York NY 10021 (United States of America), resident in Italy in Montebelluna (TV), Via Roma no. 34, Tax Identification Code 92027190260, at or before the time of closing contemplated hereunder. Otherwise this Agreement will be ineffective and not binding between the Parties.

Article 8

Subject to the terms and conditions of this Agreement, the purchase and sale of the BAKODA trade mark and Related Trade mark Assets will be completed at a closing to be held at 11:00 a.m., local time in Montebelluna (TV) on February 15th 2012 or at such other time and date agreed upon in writing between the parties.

Article 9

The Assignor represents and warrants to the Assignee as follows, with the intent that the Assignee will rely on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

- a) the Assignor is an entity duly formed, validly existing and in good standing under the laws of the jurisdiction in which it is formed, and it has the power and capacity to own and dispose of the Bakoda trade mark and Related Trade mark Assets and to carry on the business as now being conducted by it. The Assignor has the power and capacity to enter into this Agreement and carry out its terms to the full extent;
- b) the execution and delivery of this Agreement and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Assignor, and this Agreement constitutes a legal, valid and binding obligation of the Assignor enforceable against it in

- accordance with its terms except as may be limited by laws of general application affecting the rights of creditors;
- c) neither the execution and delivery of this Agreement nor the completion of the purchase and sale contemplated by this Agreement will (i) violate any of the terms and provisions of the constating documents of the Assignor, or any order, decree, statute, by-law, regulation, covenant or restriction applicable to the Assignor, or the assets purchased hereunder; (ii) give any person the right to terminate cancel or remove any of the assets purchased hereunder;
- d) all of the registrations and applications for registration of the Bakoda trade marks are in good standing and the Assignor owns and possesses and has a good marketable title to the Bakoda trade mark and Related Trade mark Assets free and clear of all mortgages, liens, charges, pledges, security interest, encumbrances and other claims. The assets being purchased hereunder are not used and have not been used by the Assignor in respect of a business carried on in Canada; and
- e) there is no litigation or administrative proceeding or inquiry pending, on the knowledge of the Assignor, threatened against or relating to any of the Bakoda Trade mark or Related Trade mark Assets, nor does the Assignor know of any reasonable basis for such action, proceeding or inquiry.

Article 10

The Assignee represents and warrants to the Assignor as follows, with the intent that the Assignor will rely on these representations and warranties in entering into this Agreement, and in concluding the assignment purchase and sale contemplated by this Agreement:

- a) the Assignee is a corporation duly incorporated, validly existing and in good standing under the *Business Corporations Act* (British Columbia) with respect to the filing of annual reports, has the power and capacity to enter into this Agreement and carry out its terms;
- b) the execution and delivery of this Agreement and the completion of the transaction contemplated by this Agreement have been duly and validly authorized by all necessary corporate action on the part of the Assignee, and this Agreement constitutes a legal, valid and binding obligation of the Assignee, enforceable against the Assignee in accordance with its terms except as limited by laws of general application affecting the rights of creditors.

Article 11

The Assignor shall indemnify and hold harmless the Assignee from and against any and all liabilities, whether accrued, absolute, contingent or otherwise, existing prior to the date hereof or related to sales of products or services by the Assignor or its affiliates prior to the date hereof, related to, arising from, or in connection with the Bakoda trade mark or products and services of the Assignor manufactured and/or sold in connection with the Bakoda trade mark, including without limitation any claims related to product or service liability or breach of warranty.

Article 12

This Agreement constitute the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in such agreements.

Article 13

The formation, construction, validity and performance of this Agreement shall be governed in accordance with the law of Italy.

Article 14

Each and every controversy which may arise concerning the interpretation and/or performance of this Agreement and/or in any case linked to it shall be resolved in a definitive manner in conformity with the Mediation/Arbitration Regulation of Curia Mercatorum of Treviso. The arbitration shall be held in Treviso in Italian. However, as an exception to the principle hereabove, the Assignor is in any case entitled to bring its action before the Tribunal of Treviso - Italy.

Article 15.

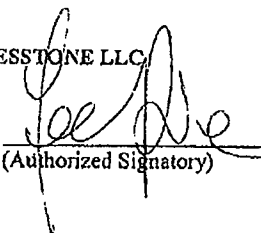
Assignee's own legal fees as well as those related to the registration of the BAKODA trade mark or those connected to the assignment, are entirely at the Assignee's expense. Assignor shall be responsible for its own legal fees incurred in connection with this Agreement.

Article 16

Each party will execute and deliver such further agreements and other documents and do such further acts and things as the other party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement.

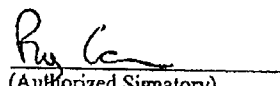
BUSINESSSTONE LLC

Per:


(Authorized Signatory)

R.C. PRODUCTS LTD.

Per:


(Authorized Signatory)

DOCUMENT 1
LIST OF TRADEMARKS

Trademark Name	Application Number	Reg Number	Trademark Status	Country Name	Filing Date	Registration Date	Next Renewal Date	Class	Owner
BAKODA	1506732	1506732	Renewed	European Community	14-Feb-2000	03-Aug-2001	14-Feb-2020	06 Int., 08 Int., 18 Int., 28 Int.	Businesstone LLC
BAKODA	399070109	399070109	Renewed	Germany	09-Feb-1999	09-Jul-1999	28-Feb-2019	25 Int., 28 Int., 41 Int.	Businesstone LLC
BAKODA	1345711997	4212029	Renewed	Japan	10-Feb-1997	20-Nov-1998	20-Nov-2018	28 Int.	Businesstone LLC
BAKODA	1345611997	4161742	Renewed	Japan	10-Feb-1997	03-Jul-1998	03-Jul-2018	25 Int.	Businesstone LLC
BAKODA	18767000	475173	Renewed	Switzerland	18-Feb-2000	15-Aug-2000	18-Feb-2020	08 Int., 18 Int., 28 Int.	Businesstone LLC
BAKODA	75/859304	2467286	Registered	U.S.A.	29-Nov-1999	10-Jul-2001	10-Jul-2011	28 Int.	Businesstone LLC
BAKODA	75/859302	2448914	Ren.Pending	U.S.A.	29-Nov-1999	08-May-2001	08-May-2011	18 Int.	Businesstone LLC
BAKODA	75/859303	2448915	Ren.Pending	U.S.A.	29-Nov-1999	08-May-2001	08-May-2011	08 Int.	Businesstone LLC

Reg. Com.