

## 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
Modugno-Hortibec Inc.		03/02/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Premier Tech Home & Garden Inc.		
Street Address:	150 Savannah Oaks Drive, Suite 101		
City:	Brantford, Ontario		
State/Country:	CANADA		
Postal Code:	N3V 1E7		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2646133	HORTIBEC	
Registration Number:	2854998	NATURE MIX	
CORRESPONDENCE DATA			
Fax Number:	8602860115		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	George A. Pelletier, Jr.		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	SWA0289AUS (SWA0285/6TUS)		
DOMESTIC REPRESENTATIVE			
Name:	George A. Pelletier, Jr.		

OP \$65.00 2646133

Address Line 1: Cantor Colburn LLP  
Address Line 2: 20 Church Street, 22nd Floor  
Address Line 4: Hartford, CONNECTICUT 06103-3207

NAME OF SUBMITTER:	George A. Pelletier, Jr.
--------------------	--------------------------

Signature:	/gapjr/
------------	---------

Date:	04/25/2012
-------	------------

**Total Attachments: 3**

source=Asset Distribution Agreement Modugno-Hortibec Inc. into Premier Tech Home & Garden Inc#page1.tif

source=Asset Distribution Agreement Modugno-Hortibec Inc. into Premier Tech Home & Garden Inc#page2.tif

source=Asset Distribution Agreement Modugno-Hortibec Inc. into Premier Tech Home & Garden Inc#page3.tif

PROPERTIES AND ASSETS DISTRIBUTION AGREEMENT  
(the "Agreement")

BETWEEN MODUGNO-HORTIBEC INC., a duly incorporated company under the *Business Corporations Act* (Quebec) [certificate of incorporation issued on February 1, 1980, under the registration number 1143374529], having its head office at 4600, Cousens, suite 201, Montreal (Quebec) H4S 1X3, hereby represented by Mr. Martin Noël, Secretary, duly authorized under a resolution adopted by the Board of Directors of the said company, dated March 1, 2012, attached to this Agreement and forming an integral part of it;

(hereinafter referred to as the "ASSIGNOR")

- AND - PREMIER TECH HOME & GARDEN INC., a duly incorporated company under the *Business Corporations Act* (Ontario) [certificate of incorporation issued by Service Ontario on April 16, 2007, under the registration number 002133506], having its head office at 150, Savannah Oaks Drive, suite 101, Brantford (Ontario) N3V 1E7, hereby represented by Mr. Martin Noël, Secretary, duly authorized under a resolution adopted by the Board of Directors of the said company, dated March 1, 2012, attached to this Agreement and forming an integral part of it;

(hereinafter referred to as the "ASSIGNEE")

(collectively referred to as the « Parties »)

---

WHOM DECLARE AND AGREE AS FOLLOWS:

DECLARATIONS

1. The ASSIGNEE is the beneficial owner of the entire issued and outstanding share capital of the ASSIGNOR.
2. Pursuant to the resolutions adopted respectively by its directors and by its sole shareholder on March 1, 2012, the ASSIGNOR intends to proceed to its winding up, and in order to do so, to the distribution of its properties and assets and to the settlement and/ or assumption of its debts, in compliance with the *Business Corporations Act*.
3. The ASSIGNEE is willing to accept the properties and assets of the ASSIGNOR and to assume the payment of all its debts.

ASSIGNMENT

1. The ASSIGNOR hereby irrevocably allocates, disposes of, hands over and assigns to the ASSIGNEE all its properties and assets including, but not limited to, the following:
  - a) its short-term asset elements, including its cash, accounts receivable and other debtors or receivables, interests receivable, cash advances to its affiliates and other advances, inventory, prepaid expenses and services to be performed to its sole benefit;

b) its capital assets (personal and real property as the case may be), including notably its equipment, machinery, tools and other equipment, furniture and rolling stock;

c) its investments, other assets as well as all sales contracts concluded by the ASSIGNOR;

d) the rights, privileges and claims, present or future, issuing to the ASSIGNOR under all agreements which it is a party to or concluded for its benefit and all of its rights under any representation and warranties established in its favour;

e) its intangible assets, goodwill, customer lists, rights to the use of its name and other intangible assets;

f) all properties it might acquire before its complete winding up, if any.

2. The foregoing allocations, dispositions, handing over and assignments of the abovementioned properties, assets and rights are conditional upon and made in consideration of the unconditional assumption by the ASSIGNEE of all debts of the ASSIGNOR and to its undertaking to indemnify and hold the ASSIGNOR harmless from and against all claims, actions, demands and damages arising out of its commercial activities, in any manner and by any person and to abide by all commitments, obligations, debts and liabilities of the ASSIGNOR or contracted on its behalf, including, but not limited to, the following:

3. This present Agreement is entered into and shall be acknowledged as the distribution of the ASSIGNOR's properties to the benefit of the ASSIGNEE prior to the ASSIGNOR applying for its winding up.

TITLES AND POSSESSION

The ASSIGNEE shall enjoy and have full ownership of the rights, titles and interests disposed and assigned to it as of March 2, 2012, it being the effective date of this Agreement.

COVENANT FOR FURTHER ASSURANCES

This Agreement constitutes a *full and final assignment* between the Parties. Incidentally, the Parties undertake to take any action and to sign any document, act and agreement valuable or necessary to inform third parties and/or to give full effect to this Agreement and notably to intervene into one or several assignment act, for publication purposes, confirming the transfer in favour of the ASSIGNEE of any mortgage interest of the ASSIGNOR as part of its winding up, if any.

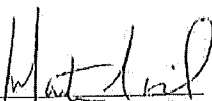
IRREVOCABLE MANDATE

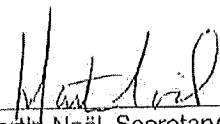
The ASSIGNOR hereby irrevocably mandates the ASSIGNEE and its authorized representatives to represent it with full powers of administration for all acts and legal, accounting and fiscal procedures binding the ASSIGNOR both before and after its winding up. For this purpose, the ASSIGNEE, being the beneficial owner of all rights and obligations of the ASSIGNOR following the execution of this Agreement, and this, without limitation, undertakes to do whatever is necessary, exercise all remedies and procedures, sign all documents, take all actions, renounce, acquire, dispose of, correct, receive all money or property, discharge with or without consideration, all rights owing to the ASSIGNOR in all real and personal property, immediately before its dissolution, and this, as if the ASSIGNOR had itself executed them.

IN WITNESS WHEREOF, the Parties have signed this Agreement, on March 2, 2012.

THE ASSIGNOR:

THE ASSIGNEE:

  
By: Martin Noël, Secretary

  
By: Martin Noël, Secretary