

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
Darford Industries Ltd.		11/19/2012	CORPORATION: CANADA

**RECEIVING PARTY DATA**

Name:	CanAm Pet Treats Inc.
Street Address:	1200 Waterfront Centre
Internal Address:	200 Burrard Street
City:	Vancouver, British Columbia
State/Country:	CANADA
Postal Code:	V7X1T2
Entity Type:	CORPORATION: CANADA

**PROPERTY NUMBERS Total: 11**

Property Type	Number	Word Mark
Registration Number:	3243591	BREATH BEATERS
Registration Number:	4037785	BUY FOR ONE, CARE FOR TWO.
Serial Number:	85604009	CAUSE WITHOUT COMPROMISE
Registration Number:	2320249	DARFORD BRAND
Serial Number:	85307582	OMEGA BOOSTER
Serial Number:	85302428	HEALTHY CHECKLIST
Registration Number:	4025690	PLUS ONE MOVEMENT
Registration Number:	4205654	THE RECIPE FOR A LONG & HAPPY LIFE TOGETHER
Registration Number:	3474006	TRUE
Serial Number:	85139102	TRUEBIOTICS
Registration Number:	3914903	ZERO G

**CORRESPONDENCE DATA**

Fax Number:	5037962900
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CH \$290.00 3243591

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: (503) 222-9981  
Email: trademarks@schwabe.com  
Correspondent Name: Michael A. Cohen  
Address Line 1: 1211 SW Fifth Avenue  
Address Line 2: Suite 1900  
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:

CANAM PET TREATS

**DOMESTIC REPRESENTATIVE**

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

NAME OF SUBMITTER:

Michael A. Cohen

Signature:

/michael a cohen/

Date:

11/30/2012

**Total Attachments: 8**

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ASSIGNMENT OF TRADE-MARK

USA

This Assignment is made effective as of the 19 day of November, 2012, between **Darford Industries Ltd.**, having an office at Suite 430, One Bentall Centre, 505 Burrard Street, Box 72, Vancouver, British Columbia, V7X 1M3 (hereinafter called the "Assignor"), and **CanAm Pet Treats Inc.**, having its registered and records office at c/o 1200 Waterfront Centre, 200 Burrard Street, Vancouver, British Columbia, V7X 1T2 (hereinafter called the "Assignee").

WHEREAS, Assignor is the owner on record with the U.S. Patent and Trademark Office (the "PTO") of the trade-marks set out in Schedule "A" attached hereto (the "Trade Marks").

WHEREAS, pursuant to the terms of an order of the Supreme Court of British Columbia dated November 13, 2012 (the "Order"), a copy of which is attached as Schedule "B" hereto, title to certain assets of the Assignor, including the Trade Marks, has been vested in the Assignee.

WHEREAS, the Assignor and the Assignee wish to enter into these presents to confirm, in a form acceptable for registration with the PTO, that the purchase price referenced in the Order has been fully satisfied, and that title to the Trade Marks has accordingly vested in the Assignee by virtue of the Order.

NOW THEREFORE for good and valuable consideration paid to the Assignor by the Assignee as set out in the Order, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby confirms the sale, assignment and transfer to the Assignee, its successors and assigns, of all of the Assignor's right, title, and interest in and to the Trade Marks, together with all the benefits of the registrations, the benefit of any use of the Trade Marks, and the goodwill of the business relating to the Trade Marks and to the wares and/or services associated with them, all common law rights related thereto, all rights of registration, renewal and extension, and the rights to recover for claims for damages and profits for past infringements and violations of common law rights thereof, to hold unto the Assignee absolutely.

This Assignment may be signed in counterparts or facsimile counterparts, each of which when executed and delivered (by facsimile or otherwise) will be deemed to be an original, and both of which together will constitute one and the same document.

IN WITNESS WHEREOF the Assignor and Assignee have executed these presents as of the 20 day of November, 2012.

**THE BOWRA GROUP INC.** in its capacity as Receiver and Manager of all of the assets, undertakings and properties of Darford International Inc., Darford USA Inc., Darford Industries Ltd. and Darford USA Holding Co. and not in its personal capacity

**CANAM PET TREATS INC.**



Per: Chris Bowra  
Name Chris Bowra

Per: B. Connolly  
Name

Per: \_\_\_\_\_  
Name

Per: B. Connolly  
Name

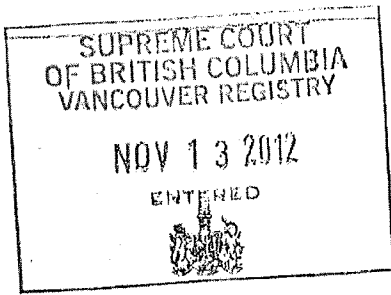
**Schedule "A"**

Trademark	Status	Date	Wares / Services	App No.
  1. BREATH BEATERS AND DESIGN	Registered 3243591	2007/05/22	31 - Dog biscuits	78563437
2. BUY FOR ONE, CARE FOR TWO.	Registered 4037785	2011/10/11	35 - Advertising, marketing and promotional services for the donation of pet food and treats to local pet rescue centers	85235846
3. CAUSE WITHOUT COMPROMISE	Allowed - Intent to use 85604009	2012/04/20	31 - Pet food and edible pet treats	85604009
  4. DARFORD BRAND AND DESIGN	Renewed 2320249	2000/02/22	31 - Pet food, namely, dog biscuits	75451550
5. HEALTHY CHECKLIST	Allowed - Intent to use 85302428	2011/04/22	31 - Pet food, dog biscuits and edible pet treats	85302428
6. OMEGA BOOSTER	Allowed - Intent to use 85307582	2011/04/28	31 - Pet food, dog biscuits and edible pet treats	85307582
7. PLUS ONE MOVEMENT	Registered 4025690	2011/09/13	35 - Advertising, marketing and promotional services for the donation of pet food and treats to	85235872

			local pet rescue centers	
8. THE RECIPE FOR A LONG & HAPPY LIFE TOGETHER	Registered 4205654	2012/09/11	31 - Pet food; edible pet treats	85534857
<b>TRUE</b> 9. TRUE	Registered 3474006	2008/07/22	31 - Pet food and edible pet treats	78930013
10. TRUEBIOTICS	Allowed - Intent to use 85139102	2010/09/27	5 - Dietary pet supplements in the form of treats; dietary food supplements for pets	85139102
<b>ZERO G</b> 11. ZERO G AND DESIGN	Registered 3914903	2011/02/01	31 - Pet food; dog biscuits and edible pet treats	77756186

**Schedule "B"**

*[Copy of Order – see attached]*



No. S-127422  
Vancouver Registry

In the Supreme Court of British Columbia

Between

CanAm Pet Treats Inc.

Petitioner

and

Darford International Inc.  
Darford USA Inc.  
Darford Industries Ltd.  
Darford USA Holding Co.

Respondents

**APPROVAL AND VESTING ORDER**

) )  
) )  
BEFORE ) THE HONOURABLE JUSTICE ) 13/Nov/2012  
) FITZPATRICK )  
) )

THE APPLICATION of The Bowra Group Inc. (the "Receiver") coming on for hearing before me this 13th day of November, 2012, at Vancouver, British Columbia; AND UPON HEARING Kieran E. Siddall, counsel for the Applicant, and those counsel listed on Schedule "A":

THIS COURT ORDERS AND DECLARES THAT:

1. The time for service of the Notice of Application dated 8/Nov/2012 and supporting materials is hereby abridged such that the application is properly returnable today, and the need for further service of the Notice of Application and supporting materials is hereby dispensed with.
2. The agreement of purchase and sale dated effective October 31, 2012 (the "Purchase Agreement") between the Receiver and CanAm Pet Treats Inc. (the "Purchaser") for the purchase and sale of the assets, property and undertaking of Darford International Inc., Darford USA Inc., Darford Industries Ltd., and Darford USA Holding Co. (the "Companies") as described

in the Purchase Agreement (collectively, the "Purchased Assets") attached as Appendix "D" to the Receiver's First Report, pursuant to the terms of which the Receiver agrees to sell and the Purchaser agrees to purchase the Purchased Assets to the Purchaser on the terms of the Purchase Agreement, is hereby approved.

3. At the Effective Time on the Effective Date (each as defined in the Purchase Agreement), all of the right, title and interest of the Companies in and to the Purchased Assets, shall be transferred to and vest in the Purchaser as owner without further instrument of transfer or discharge, free and clear of all right, title, interest, encumbrances, liens, charges and equities of redemption of the Companies and Companies' successors and assigns and all persons claiming by, through or under the Companies or any one or more of them, and the Receiver is hereby authorized to take all such steps as may be necessary to effect the discharge of all liens, charges and encumbrances registered against the Purchased Assets in the British Columbia Personal Property Registry (the "PPR"), including by way of further application to this Court.

4. As may be required to carry out the sale of the Purchased Assets by the Receiver, or as may otherwise be required to carry out the purpose and intent of the Agreement and of this Order, the Receiver is authorized to execute, on its own behalf and/or on behalf of the Companies, as may be required, all such documents of transfer, bills of sale, assignments and other documents and instruments, under the seal of the Companies or otherwise, as may be required or desirable to effect or evidence the sale, transfer and assignment of the Purchased Assets or any of them and the vesting of title, as ordered above, including without limitation any documents which may be required or that the Purchaser deems desirable to be registered at the PPR and any other registry or office where registration may be required or desirable to record, evidence or carry out the transfer of the Purchased Assets or any of them.

5. The Receiver is authorized to execute on behalf of any parties who were given notice of the application for this Order such financing statements, financing change statements, and such other documents, instruments and discharges, and to effect on behalf of such parties the registration of such financing statements, financing change statements and such other documents and instruments at the PPR and any other registry or office where registration may be required or desirable to cancel any registration at such registry or registries in favour of any of the parties to this proceeding with respect to any assets or interests which may be described or referenced in the above-referenced documents of transfer, bills of sale, assignments,




documents and instruments or which may otherwise be transferred to the Purchaser pursuant to the terms of this Order or any instrument executed and delivered pursuant to this Order.

6. The proceeds of the sale of the Purchased Assets shall stand in the place and stead of the asset sold and all liens, claims, encumbrances and other interests that are attached to an asset prior to its sale shall, to the extent that they are not paid from the sale proceeds or otherwise, upon the closing of the sale of the Purchased Assets cease to be attached to or encumber or otherwise form a lien or a claim against the Purchased Assets and shall attach to the sale proceeds with the same validity, priority and in the same amounts, and subject to the same defences, that existed when the liens, claims, encumbrances and other interests attached to the sold asset.

7. The Receiver and the Purchaser shall be at liberty to apply for such further and other directions as may be necessary to carry out the terms of this Order.

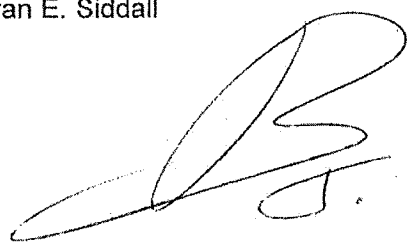
8. The Court hereby requests the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

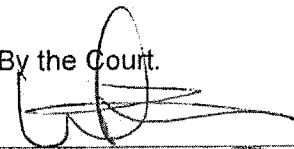
9. Endorsement of this Order by counsel appearing on this application, except counsel for ~~PricewaterhouseCoopers Inc.~~ <sup>THE BOWRA GROUP INC.</sup> is hereby dispensed with.

*KS*  


Signature of  lawyer for The Bowra Group Inc. in its capacity as Court-Appointed Receiver of Darford International Inc., Darford USA Inc., Darford Industries Ltd., and Darford USA Holding Co.

Kieran E. Siddall



By the Court.  


Registrar



Schedule "A"

Appearance List - November 13, 2012

Party	Name of Party	Counsel Name
Receiver	The Bowra Group Ltd.	Kieran Siddall
Petitioner	Can Am Pet Treats Inc.	Kendall E. Andersen