

## 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
Tanglefoot Company, Inc.		10/23/2009	CORPORATION:
RECEIVING PARTY DATA			
Name:	Contech Enterprises Inc.		
Street Address:	Unit 115, 19 Dallas Road		
City:	Victoria		
State/Country:	CANADA		
Postal Code:	V8V 5A6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Serial Number:	74306592	TANGLE-TRAP	
Serial Number:	75188915	TANGLE GUARD	
Serial Number:	71017998	TANGLEFOOT	
Serial Number:	74439050	TREE TANGLEFOOT PEST BARRIER	
Serial Number:	72272990	TANGLEFOOT	
CORRESPONDENCE DATA			
Fax Number:	2503837738		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	mhooper@contech-inc.com		
Correspondent Name:	Contech Enterprises Inc.		
Address Line 1:	Unit 115, 19 Dallas Road		
Address Line 4:	Victoria, CANADA V8V 5A6		
DOMESTIC REPRESENTATIVE			

OP \$140.00 74306592

Name: Contech (U.S.) Inc.  
Address Line 1: 314 Straight Avenue, SW  
Address Line 4: Grand Rapids, MICHIGAN 49504

NAME OF SUBMITTER: Marianne Hooper

Signature: /Marianne Hooper/

Date: 03/27/2013

**Total Attachments: 7**

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**SCHEDULE 5.2(i)  
INTELLECTUAL PROPERTY**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Status</u>	<u>Renewal Due Date</u>
TANGLE GUARD	75/188,915	10/28/1996	2,130,152	01/20/1998	Registered	01/20/2018
TANGLEFOOT	71/017,998	03/19/1906	0,057,566	11/31/1906	Registered	11/13/2016
TANGLEFOOT (Canada)	130445	09/15/1926	40558	09/15/1926	Registered	09/15/2021
TANGLE TRAP	74/306,592	08/24/1992	1,762,272	04/06/1993	Registered	04/06/2013
TREE TANGLEFOOT PEST BARRIER	74/439,050	09/23/1993	1,970,746	04/30/1996	Registered	04/30/2016
TANGLEFOOT	72/272,990	06/05/1967	0,851,266	06/25/1968	Registered	06/25/2018

Business Names and Trade Names:

The Tanglefoot Company, Inc.

## ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of October 23, 2009,

AMONG:

**TANGLEFOOT ACQUISITIONS, INC. (dba The Tanglefoot Company, Inc.)**, a corporation organized under the laws of the State of Michigan and having its principal place of business at 314 Straight Avenue S.W., Grand Rapids, Michigan 49504

(“Vendor”)

AND:

**CONTECH (U.S.) INC.**, a company incorporated under the laws of the State of Washington, having its registered and records office at 145 Tyee Drive, PMB 1551, Point Roberts, Washington 98281

(the “Purchaser”)

AND:

**CONTECH ENTERPRISES INC.**, a company incorporated under the laws of the Province of British Columbia, having a place of business at Unit 5, 19 Dallas Road, Victoria, British Columbia, Canada V8V 5A6

(the “Parent”)

**WHEREAS:**

- A. The Vendor owns and operates the Business (as defined below), and owns or holds under lease or licence (as set out herein) the assets used in connection with the Business; and
- B. The Purchaser wishes to purchase, and the Vendor wishes to sell, the Assets (as defined below), all on the terms and conditions contained herein.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the premises and of the covenants, agreements, representations and warranties set out below, the parties covenant and agree as follows:

### **1. INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise specifically provided:

## 5. REPRESENTATIONS AND WARRANTIES OF VENDOR

The Vendor represents and warrants to and in favour of the Purchaser as follows and acknowledges and confirms that the Purchaser is relying on these representations and warranties in connection with its execution and delivery of this Agreement and in completing the transactions contemplated by this Agreement:

### 5.1 Corporate Status and Authority

(a) Status of the Vendor: The Vendor is a company duly incorporated, organized, validly existing and in good standing under the laws of its jurisdiction of incorporation, and has never been dissolved or liquidated or, to the Vendor's knowledge, declared inactive. The Vendor has all requisite corporate power, capacity and authority to carry on the Business as it is now being conducted, to own, lease and operate the Assets now owned, leased and operated by it and to enter into, carry out the transactions contemplated by and duly observe and perform all its obligations contained in this Agreement. The Vendor is duly qualified, licensed and registered to do business and to own, lease and operate the Assets and is in good standing in every jurisdiction in which the character of the Business or the nature of the Assets owned, leased or operated by it makes such qualification, licence or registration necessary.

(b) Due Authorization: The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Vendor pursuant to this Agreement, and the completion of the transactions contemplated by this Agreement, have been duly authorized by all necessary corporate action on the part of the Vendor. This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court.

### 5.2 Assets

(a) Ownership: The Vendor is the legal and beneficial owner of, possesses, and has good and marketable title to, the Assets free and clear of any and all Encumbrances except Permitted Encumbrances. None of the Assets are in the possession of or under the control of any other Person.

(b) Rights to Assets: The Vendor has the exclusive right to possess, use, occupy, rent and dispose of the Assets, subject only to the rights of the other parties to the Assigned Contracts and subject to Permitted Encumbrances.

(c) No Rights to Assets: There is no agreement, contract, option, commitment or other right in favour of, or held by, any Person other than the Purchaser to acquire or lease any of the Assets, other than inventory purchase orders accepted by the Vendor in the ordinary course of the Business and consistent with past practice, or to possess any of the Assets.

(d) All Assets Used in Business: The Assets and the Premises constitute all of the material assets and properties that are usually and ordinarily used in connection with, or otherwise necessary to operate the Business, excluding the Excluded Assets. In addition:

- (i) the machinery, equipment, and other tangible assets (whether owned or leased) included in the Assets are, except for ordinary wear and tear, in good condition and repair, and usable in the ordinary course of the Business; and
- (ii) the buildings, improvements and fixtures (whether owned or leased) included in the Assets are usable in the ordinary course of the Business.

(e) Contracts Assignable. Subject to obtaining the consents set forth in Section 5.9(b), the Assigned Contracts are freely assignable to the Purchaser in accordance with the terms of this Agreement.

(f) Premises. The description of the Premises in Schedule 1.1(ddd) is an accurate description of the Premises used in the conduct of the Business. Subject to Permitted Encumbrances, no Person other than the Vendor occupies or uses any portion of the Premises, and there are no other agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Vendor's leasehold interest in the Premises except as contemplated by this Agreement.

(g) Zoning: The Premises are zoned to permit the activities carried on by the Vendor in conducting the Business. To the Vendor's knowledge, the Vendor is operating and using the Assets and the Premises, and are conducting the Business in compliance with all applicable land use or zoning by-laws, local planning legislation, development restrictions or plans, building restrictions or codes and any Permitted Encumbrances.

(h) Inventories: The Inventories do not include any items which are of a quality or quantity not useable or saleable in the ordinary course of business. The levels of Inventories have been maintained at such amounts as have been historically required for the operation of the Business in the ordinary course of business consistent with past practice.

(i) Intellectual Property:

(i) Schedule 5.2(i) contains a complete and accurate list of all Intellectual Property of the Vendor used in the Business, including all licenses and agreements to which the Vendor is a party with respect to Intellectual Property (exclusive of off-the-shelf software licences) and complete and accurate particulars of all registrations or applications for registration of such Intellectual Property;

(ii) The Vendor has good and marketable title to all of the Intellectual Property, free and clear of all Encumbrances and has not granted any right, title or interest in or to the Intellectual Property to any other Person on an exclusive basis;

(iii) The Intellectual Property of the Vendor includes all of the Intellectual Property used in the conduct of the Business as currently conducted by the Vendor;

(iv) To the knowledge of the Vendor, the conduct of the Business by the Vendor does not infringe upon any intellectual property right, domestic or foreign, of any Person and the Vendor has not received any notice (whether written or oral) claiming that the conduct of the Business or the Vendor infringes upon the intellectual property rights, domestic or foreign, of any other Person, nor is there any basis for such assertion; and

(v) There are no pending or, to the knowledge of the Vendor, threatened, claims or litigation contesting the validity, ownership or right to use, sell, license or dispose of any of the Intellectual Property necessary or required or otherwise used for or in connection with the conduct of the operations of the Business, nor to the knowledge of the Vendor is there any basis for such claim, and the right of the Vendor to use the Intellectual Property has never been called into question or challenged.

### 5.3 Business Operations

(a) Permits: Except as set forth on Schedule 5.3(a), there are no Permits necessary to own, operate, or lease any of the Assets utilized by the Vendor in the Business.

(b) Compliance with Laws: The Vendor is, and has been, conducting the Business in compliance, in all material respects, with all Laws applicable to it and the Business, including, without limitation, all Privacy Laws, the US Foreign Corrupt Practices Act, and Laws relating to the export of goods or services from the United States. The Vendor is not a party to, or bound by, any decree, order or arbitration award (or agreement entered into with any administrative, judicial or arbitration proceeding with any Governmental Authority) with respect to or affecting the Assets, the Premises or the Business.

(c) Jurisdictions in which Business is Carried On: The Vendor does not carry on the Business or own or lease any of the Assets in any jurisdiction, other than Michigan, U.S.A., where the nature of conduct of the Business carried on in, or the nature of those of the Assets situate in, such jurisdiction would require registration, qualification or licensing of the Vendor in such jurisdiction.


(d) Insurance: Schedule 5.3(d) sets forth a list of all policies of insurance relating to the Business and for each policy indicates the name of the insurer, the amount of coverage, the type of insurance, and all pending claims under each policy. All such policies are and will remain in full force and effect until the Closing Date.

(e) Solvency: Vendor is not now insolvent and will not be rendered insolvent by any of the transactions contemplated by this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

TANGLEFOOT ACQUISITIONS, INC.

Per:

  
Authorized Signatory

CONTECH (U.S.) INC.

Per:

\_\_\_\_\_  
Authorized Signatory

CONTECH ENTERPRISES INC.

Per:

\_\_\_\_\_  
Authorized Signatory

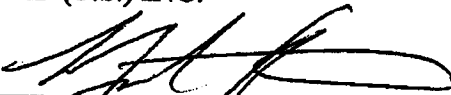


**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first above written.

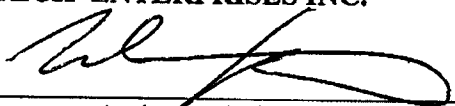
**TANGLEFOOT ACQUISITIONS, INC.**

Per: \_\_\_\_\_  
Authorized Signatory

**CONTECH (U.S.) INC.**

Per:   
Authorized Signatory

**CONTECH ENTERPRISES INC.**

Per:   
Authorized Signatory