

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															
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>KALPESHBHAI BHAILALVYAS</td> <td></td> <td>04/04/2013</td> <td>INDIVIDUAL:</td> </tr> <tr> <td>CLEARLY HERBAL INTERNATIONAL LTD</td> <td></td> <td>04/04/2013</td> <td>CORPORATION:</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	KALPESHBHAI BHAILALVYAS		04/04/2013	INDIVIDUAL:	CLEARLY HERBAL INTERNATIONAL LTD		04/04/2013	CORPORATION:
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CLEARLY HERBAL INTERNATIONAL LTD		04/04/2013	CORPORATION:												
RECEIVING PARTY DATA															
<table border="1"> <tr> <td>Name:</td> <td>GREEN HYGIENICS, INC.</td> </tr> <tr> <td>Street Address:</td> <td>1222 SE 47TH STREET</td> </tr> <tr> <td>City:</td> <td>CAPE CORAL</td> </tr> <tr> <td>State/Country:</td> <td>FLORIDA</td> </tr> <tr> <td>Postal Code:</td> <td>33904</td> </tr> <tr> <td>Entity Type:</td> <td>CORPORATION: FLORIDA</td> </tr> </table>				Name:	GREEN HYGIENICS, INC.	Street Address:	1222 SE 47TH STREET	City:	CAPE CORAL	State/Country:	FLORIDA	Postal Code:	33904	Entity Type:	CORPORATION: FLORIDA
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PROPERTY NUMBERS Total: 1															
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Serial Number:</td> <td>85608266</td> <td>CLEARLY HERBAL</td> </tr> </tbody> </table>				Property Type	Number	Word Mark	Serial Number:	85608266	CLEARLY HERBAL						
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Serial Number:	85608266	CLEARLY HERBAL													
CORRESPONDENCE DATA															
<p>Fax Number: 3022668226 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 302-266-8200 Email: rjo.lawfirm@gmail.com Correspondent Name: RAYMOND J. OTLOWSKI Address Line 1: 2915 OGLETOWN ROAD Address Line 2: CORPOMAX PROFESSIONAL CENTER Address Line 4: NEWARK, DELAWARE 19713</p>															
NAME OF SUBMITTER:	RAYMOND J. OTLOWSKI														
Signature:	/RJO/														

Date:

04/29/2013

Total Attachments: 21

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ASSET PURCHASE AND SALE AGREEMENT

THIS ASSET PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of April 4, 2013 with an effective date of April 4, 2013 (the "Effective Date"), by and among Clearly Herbal International Ltd, a British Virgin Islands corporation located at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands, Kalpeshbhai Bhailalvyas, an individual, located in the United Kingdom, and any other entity that either party has control of utilizing the trademark (collectively the "Seller"), Green Hygienics, Inc., a Florida corporation located at 1222 SE 47th Street, Cape Coral, FL 33904 (the "Buyer," or "GHP"), and Green Innovations Ltd., a Nevada corporation located at 80 SW 8th Street, Suite 2000, Miami, FL 33130 ("GNIN") (collectively referred to as the "Parties"). Capitalized terms used and not otherwise defined herein shall have the definitions assigned thereto in Section 9 below.

RECITALS

WHEREAS, Buyer desires to acquire certain assets and business operations owned by Seller, and Seller is willing to sell such assets and business operations to Buyer, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows:

1. TRANSFERRED ASSETS; PURCHASE PRICE.

- 1.1. U.S. Transferred Assets. The Seller's business operations related to the assets being transferred are referred to herein as the "Business." Subject to the provisions of Sections 1.3 below, on the U.S. Closing Date (as hereinafter defined) and effective as of the U.S. Possession Date, Buyer agrees to acquire, and Seller agrees to convey, transfer and deliver to Buyer, all of the tangible and intangible assets related to the "Clearly Herbal" trademark(s) in the United States (the "U.S. Trademark(s)") (such assets the "U.S. Transferred Assets"). The U.S. Transferred Assets include, but are not limited to, the items described as U.S. Transferred Assets on Schedule 1 attached hereto (described more fully below in Section 3). The U.S. Transferred Assets will be free and clear of all Encumbrances, except as expressly set forth in this Section 1.1 or Schedule 1.
- 1.2. Worldwide Non-U.K. Assets. The Parties hereby agree that the U.S. Transferred Assets shall include the right to register and use the "Clearly Herbal" trademark worldwide, except in the United Kingdom, with any regulatory agency or government body. Should Buyer discover after the U.S. Closing Date that Seller has registered "Clearly Herbal" with any government body other than in the United Kingdom, Seller hereby agrees to transfer such registration and all rights associated with such registration to Buyer within thirty (30) days of Buyer's discovery of such registration.
- 1.3. Liabilities and Obligations.
 - 1.3.1. Buyer shall not be obligated to assume, and shall not be deemed to have assumed, any of the liabilities and obligations of Seller related to the Business or otherwise.

1.3.2. Except as expressly specified in Section 1.1, all liabilities and obligations of Seller or the Company, whether actual or contingent, known or unknown, shall continue after the Closing to be the liabilities and obligations of Seller (the "Retained Liabilities"), and Buyer shall not have any responsibility in respect thereof.

1.4. Purchase Price. In consideration of Seller's transfer of the U.S. Transferred Assets, at the U.S. Closing, Buyer shall cause Three Hundred Thousand (300,000) restricted shares of common stock of GNIN (the "U.S. Shares" or "Shares") to be delivered to Seller constituting the "Purchase Price". With respect to the Purchase Price, the parties agree as follows:

1.4.1. The Shares offered hereby will be restricted as to transferability under state and federal laws regulating securities. The offer of the Shares has not been registered under the Securities Act, or any other similar state statutes, in reliance upon exemptions from the registration requirements contained therein. Accordingly, the Shares will be "restricted securities" as defined in Rule 144 of the Securities Act. As "restricted securities," Seller must hold them indefinitely and may not dispose or otherwise sell them without registration under the Securities Act and any applicable state securities laws unless exemptions from registrations are available. In the event Seller desires to sell or otherwise dispose of any of the Shares, Seller shall furnish GNIN with an opinion of counsel acceptable to it that the transfer would not violate the registration requirements of the Securities Act or applicable state securities laws. Any certificate or other document evidencing the Shares will be imprinted with a conspicuous legend stating that the Shares have not been registered under the Securities Act and state securities laws, and referring to the restrictions on transferability and sale of the securities. In addition, our records concerning the securities will include "stop transfer notations" with respect to such securities.

1.4.2. GNIN hereby guarantees that the common stock of GNIN shall have a 10-day volume weighted average price on the date six (6) months following Closing (the "VWAP") of at least \$1.20 per share and shall issue additional shares of GNIN restricted common stock to Seller if the VWAP is less than \$1.20 per share. Additionally, Seller shall return shares of GNIN to GNIN if the VWAP is greater than \$1.20 per share.

1.4.2.1. If the VWAP is less than \$1.20 per share, GNIN shall issue additional shares of GNIN restricted common stock in an amount calculated as follows: $(\text{the number of U.S. Shares} \times \$1.20) - (\text{the number of U.S. Shares} \times \text{VWAP}) \div \text{VWAP}$, rounded up to the nearest share.

1.4.2.2. If the VWAP is greater than \$1.20 per share, Seller shall return shares of GNIN to GNIN in an amount calculated as follows: $(\text{the number of U.S. Shares} \times \text{VWAP}) - (\text{the number of U.S. Shares} \times \$1.20) \div \text{VWAP}$, rounded up to the nearest share.

1.4.2.3. As an example, if the VWAP is \$1.00, GNIN shall issue Seller 60,000 additional shares of GNIN restricted common stock, and if the VWAP is \$1.40, Seller shall return 42,858 shares of GNIN to GNIN.

2. CLOSING.

2.1. Closing and Possession.

- 2.1.1. U.S. Closing Date. Subject to the satisfaction of the conditions set forth herein, the transaction for the U.S. Transferred Assets which is the subject of this Agreement shall be closed on April 4, 2013, or at such other time and place as the parties shall agree in good faith (the "Closing," "Closing Date," "U.S. Closing," and "U.S. Closing Date").
- 2.1.2. Possession Date. Actual possession by Buyer and transfer of title and risk of loss of the U.S. Transferred Assets shall be deemed to occur effective as of 12:01 A.M. on the U.S. Closing Date (the "Possession Date" and "U.S. Possession Date").
- 2.2. Deliveries by Seller. At the U.S. Closing, Seller shall deliver the following:
- 2.2.1. A Bill of Sale and Assignment in the form attached hereto as Exhibit A (the "U.S. Bill of Sale"), executed by Seller, transferring all of the U.S. Transferred Assets to Buyer, free and clear of Encumbrances except as described in Section 1.1 or listed on Schedule 1.
- 2.2.2. An original counterpart of the U.S. Noncompetition Agreement executed by Seller in the form attached hereto as Exhibit B (the "U.S. Noncompetition Agreement").
- 2.2.3. All documentation required, if any, to permit Buyer to continue to use the U.S. Transferred Assets and such other documents, including certificates and third-party consents or releases, as may be required hereunder or as reasonably requested by Buyer to complete the transactions contemplated in this Agreement.
- 2.3. Deliveries by Buyer. At the U.S. Closing, Buyer will deliver the following:
- 2.3.1. The U.S. Shares.
- 2.3.2. An original counterpart of the U.S. Bill of Sale executed by Buyer in the form attached hereto as Exhibit A.
- 2.3.3. An original counterpart of the U.S. Noncompetition Agreement executed by Buyer in the form attached hereto as Exhibit B.
- 2.3.4. Such other documents, including certificates, as may be required hereunder or as reasonably requested by Seller to complete the transactions contemplated in this Agreement.
3. **SELLER'S REPRESENTATIONS AND WARRANTIES.** Seller represents and warrants to Buyer that the following are true, correct and complete as of the date of this Agreement:
- 3.1. Authority. Seller has all requisite right, power and authority to: (i) own its assets and to conduct the business operations of the Business as now being conducted; (ii) execute and deliver this Agreement and its related documents and perform its obligations hereunder and thereunder, and (iii) consummate the transactions contemplated in this Agreement. There are no agreements, contracts or commitments to which either of the Seller or the Company is a party that would prohibit or restrict the transactions contemplated under this Agreement. No consent, approval, order, or other authorization of any governmental or regulatory authority is required with respect to Seller's execution and deliver of this Agreement or any related document, or consummation of the transactions contemplated herein or therein. When executed and delivered by Seller, this Agreement constitutes the valid and binding obligation of Seller enforceable in accordance with its terms.

- 3.2. Ownership of Transferred Assets; Condition of Tangible Transferred Assets. At each respective closing, Buyer shall acquire all of Seller's right, title and interest in the transferred assets at such closing free and clear of Encumbrances, except as otherwise set forth in Section 1.1 or Schedule 1. The transferred assets shall be in good condition and repair, subject to ordinary wear and tear, and are adequate and fit for the uses for which they are intended or being used.
- 3.3. Transaction Not a Breach. The execution and delivery of this Agreement and its related documents, the performance by Seller hereunder, and the consummation of the transactions described herein, will not conflict with or violate (i) any law, ordinance, regulation, order, award, judgment, injunction or decree applicable to Seller or to the transferred assets, or (ii) conflict with or result in a breach of or constitute a default under any of the terms, conditions or provisions of the articles of incorporation, bylaws, or other instruments of formation or organization of Seller.
- 3.4. Listings and Other Data. All receivable listings, customer lists and all other information, reports and data made available or provided to Buyer by Seller are true, correct and accurate in all material respects as of the date provided or made available, as of the date of this Agreement. Seller has no present knowledge of any intent of any current customer or vendor to modify or terminate any of its outstanding orders or contracts and Seller has received no notice to such effect.
- 3.5. Taxes and Tax Returns. Seller has filed all Tax Returns relating to the Business that it is required to have filed, and such returns are true and correct in all material respects.
- 3.6. Absence of Adverse Changes. There has been no material adverse change, or any event, condition or occurrence that is reasonably likely to result in a material adverse change, to the condition of the transferred assets or the business operations of the Business.
- 3.7. Contracts. There are no material agreements relating to the Business, whether verbal or written, which have not been disclosed to Buyer. Buyer shall not be obligated to assume, and shall not be deemed to have assumed, any of the liabilities and obligations of Seller related to the Business or otherwise.
- 3.8. Environmental Issues. In connection with the Business, Seller has not transported, stored, maintained, used, manufactured or released any hazardous material or other environmentally sensitive material or substance in violation of any applicable legal or regulatory requirement.
- 3.9. Solvency. Neither Seller nor the Business have been the subject of any bankruptcy proceedings (whether voluntary or involuntary), made an assignment for the benefit of creditors, been adjudicated bankrupt or insolvent, petitioned for or been assigned any receiver or trustee relating to the Business or any of the transferred assets, commenced any reorganization or restructuring of debt, or otherwise failed to fulfill its payment obligations in the ordinary course. None of the above has been commenced or threatened against Seller or the Business.
- 3.10. Brokers. Seller has not engaged, or incurred any unpaid liability (for any brokerage fees, finders' fees, commissions or otherwise) to, any broker, finder or agent in connection with the transactions contemplated by this Agreement.
- 3.11. Disclosure. No representation or warranty by Seller and no document furnished by Seller pursuant to this Agreement or otherwise in connection herewith contains or will contain any

EXHIBIT B

U.S. Noncompetition Agreement

B-1

U.S. NONCOMPETITION AGREEMENT

This U.S. NONCOMPETITION AGREEMENT (this "Agreement") is executed as of April 4, 2013, by Clearly Herbal International Ltd, a British Virgin Islands corporation, and its affiliate, Clearly Herbal International Ltd, a United Kingdom corporation (collectively the "Seller"), Kalpeshbhai Bhailalvyas, an individual residing in the United Kingdom and owner of Seller (the "Seller Owner"), in favor of Green Hygienics, Inc., a Florida corporation (the "Buyer").

RECITALS

WHEREAS, Buyer has entered into an Asset Purchase and Sale Agreement for the acquisition (the "Acquisition") of certain business assets and operations of the Seller as related to the United States (the "U.S. Business"); and

WHEREAS, the Seller Owner has been the owner and operator of the U.S. Business, and accordingly, will derive financial or other benefits from the consummation of Acquisition; and

WHEREAS, the execution and delivery by the Seller and the Seller Owner of this Agreement is a precondition to the closing of the Acquisition.

AGREEMENT

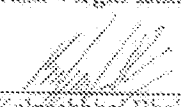
NOW THEREFORE, for and in consideration of the premises hereof and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

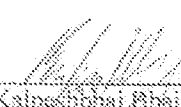
1. Each of the Seller and the Seller Owner hereby acknowledge and recognize that it (or he or she) possesses information and knowledge that is proprietary and/or confidential to the U.S. Business and the competitive nature of the U.S. Business and, accordingly, hereby agrees that for a period of three (3) years from the date this Agreement is signed, neither Seller nor the Seller Owner will, without the prior written consent of Buyer (in its sole discretion), except as a consultant to Buyer: (i) directly or indirectly engage, participate, or become involved in any business activity (herbal wet wipes) within the Seller's current market area anywhere outside of the United Kingdom, that is the same as or substantially similar to the business activities engaged in by the U.S. Business as of and prior to the date hereof, whether such engagement, participation or involvement shall be as an employer, officer, director, owner, employee, consultant, partner or other participant; (ii) assist others in engaging in any business activity prohibited by clause (i) above; or (iii) induce employees, consultants, suppliers or customers of Buyer or the U.S. Business to terminate their relationship with Buyer or the U.S. Business.
2. Both the Seller and the Seller Owner acknowledge that a remedy at law for any breach or threatened breach of Section 1 above would be inadequate and therefore agree that Buyer shall be entitled to seek equitable relief, including without limitation an injunction, from any federal or state court of competent jurisdiction in addition to any other available rights or remedies in case of any such breach or threatened breach, without the necessity of posting any bond or security in connection therewith; provided, however, that nothing contained herein shall be construed as prohibiting Buyer from pursuing any other remedies available for any such breach or threatened breach. In the event any legal proceeding is brought by any party under this Agreement to enforce or construe any of its terms, the party that prevails by enforcing this Agreement shall be entitled to recover, in addition to all other amounts and relief, its reasonable costs and attorneys' fees incurred in connection with such proceeding.

3. It is the desire and intent of the parties hereto that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision of this Agreement shall be adjudicated to be invalid or unenforceable, such provisions shall be deemed amended to delete the offending portion, with the remainder of the Agreement to remain in full force and effect. In addition, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing such provision to render it enforceable to the greatest degree that is compatible with the applicable law.
4. This Agreement may be amended, modified, terminated, rescinded or supplemented only by written agreement of the parties hereto. This Agreement and all of the provisions hereof shall be binding upon the Seller and the Seller Owner, and each of them, and their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of Buyer and his successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed wholly within the state. Each of the Seller and the Seller Owner hereby expressly submits itself or himself to the exclusive, personal jurisdiction of the federal and state courts situated in the State of Utah.

IN WITNESS WHEREOF, each of the Seller and the Seller Owner have executed this U.S. Noncompetition Agreement to be effective as of the date first set forth above.


CLEARLY HERBAL INTERNATIONAL LTD
A British Virgin Islands Corporation


By: Kalpeshbhai Bhailalvyas
Its: Director


By: Kalpeshbhai Bhailalvyas
Individual

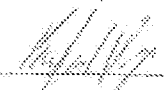
KALPESHBHAI BHAILALVYAS
Individually

GREEN HYGIENICS, INC.

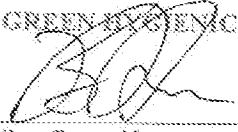

By: Bruce Harmon
Its: Chief Financial Officer

IN WITNESS WHEREOF, the parties have duly executed and delivered this Asset Purchase and Sale Agreement effective as of the date first above written.

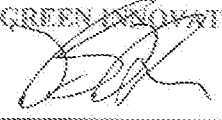
CLEARLY HERBAL INTERNATIONAL LTD


By: _____
Its: *Quone*

GREEN CYCLENICS, INC.


By: Bruce Harmon
Its: CFO

GREEN INNOVATIONS LTD.


By: Bruce Harmon
Its: CFO

LIST OF SCHEDULES AND EXHIBITS

Schedule 1	--	List of Transferred Assets
Exhibit A	--	U.S. Bill of Sale and Assignment
Exhibit B	--	U.S. Noncompetition Agreement

Schedule 1

List of Transferred Assets

The "U.S. Transferred Assets" shall constitute the following:

www.clearlyherbal.com and any other related websites

Trademark "Clearly Herbal" as filed with the following regulatory agencies:

United States Patent and Trademark Office

"Clearly Herbal"

Serial Number: 85608266

Filing Date: April 25, 2012

Published Date: March 5, 2013

Applicant: Kalpeshbhai Bhailalvyas dba Clearly Herbal

<http://tess2.uspto.gov/bin/showfield?f=doc&state=4009:r395cw.2.1>

All assets used directly in the business operations associated with the above trademark, including without limitation as set forth on any and all attached lists or lists delivered by Seller to Buyer, and all goodwill, trademarks and intellectual, trade names, telephone numbers, customer lists, transferable permits and licenses, signs, and other intangible assets, but not including cash, accounts receivable, or accounts payable.

With the exception of www.clearlyherbal.co.uk, which shall be retained by Seller.

EXHIBIT A

U.S. Bill of Sale and Assignment

U.S. BILL OF SALE AND ASSIGNMENT

This BILL OF SALE AND ASSIGNMENT ("Agreement") is executed as of April 4, 2013, by Clearly Herbal International Ltd, a British Virgin Islands corporation, and Kalpeshbhai Bhailalvyas (collectively "Assignor"), in favor of Green Hygienics, Inc., a Florida corporation (the "Assignee"), pursuant to that certain Asset Purchase and Sale Agreement of even date herewith between Assignor and Assignee (the "Asset Purchase Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Asset Purchase Agreement.

WHEREAS, Assignor is the owner of the U.S. Transferred Assets, including an actual trademark identified as follows:

"Clearly Herbal"
Serial Number: 85608266
Filing Date: April 25, 2012
Published Date: March 5, 2013
Applicant: Kalpeshbhai Bhailalvyas dba Clearly Herbal
<http://tess2.uspto.gov/bin/showfield?f=doc&state=4009:r395ew.2.1>

(the "Trademark"); and

WHEREAS, Assignee wishes to acquire the entire rights, title, and interest to the Transferred Assets, including the Trademark, in perpetuity;

NOW THEREFORE, the parties agree as follows:

1. Assignor hereby assigns, grants, bargains, sells, conveys, transfers and sets over unto Assignee all of the U.S. Transferred Assets, including, without limitation, the following: (i) all inventory and equipment located at or used in the Business, (ii) all other personal property owned or leased by Seller and used in the Business; (iv) all goodwill and other intangible assets of Seller and Business, but not including cash or accounts receivable; and (v) all books, records, instruction manuals, logs, customer and vendor lists, and other documentation relating to any of the above.
2. For the sake of clarity, for the payment of the consideration set forth in the Asset Purchase Agreement, Assignor does hereby irrevocably assign to Assignee all rights, title, and interest (including, but not limited to, all registration rights with respect to the Trademark, all rights to prepare derivative marks, all goodwill and all other rights), in and to the Trademark.
3. Assignor hereby warrants to Assignee and its successors and assigns that good and marketable title to the U.S. Transferred Assets is hereby conveyed to Assignee, free and clear of all Encumbrances except as set forth in the Asset Purchase Agreement, and Assignor agrees with Assignee and its successors and assigns that Assignor will warrant and forever defend such title so conveyed against all claims and contrary demands whatsoever.
4. Except as otherwise expressly set forth herein and in the Asset Purchase Agreement, Assignor makes no representation or warranty to Assignee regarding the U.S. Transferred Assets, express or implied, including without limitation any warranty of merchantability or fitness for a particular purpose.
5. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor Kalpeshbhai Bhailalvyas is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Trademark;
- (c) The Trademark is free of any liens, security interests, encumbrances or licenses;
- (d) The Trademark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Trademark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms in all jurisdictions pertaining hereto; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

6. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect, except as mandated by the ruling.

7. Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

8. This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of Florida.

CLEARLY HERBAL INTERNATIONAL LTD

By: 

Its: *Director*

KALPESHBHAI BHAILALVYAS


GREEN HYGIENICS, INC.

By: Bruce Harmon

Its: CFO

NOTARIZATION FORM

State of _____

County of _____

On _____, before me, _____, notary, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Notary

untrue statement of a material fact or omits or will omit to state any material fact necessary in order to make the statements contained therein, in light of the circumstances under which made, not misleading.

4. **BUYER'S REPRESENTATIONS AND WARRANTIES.** Buyer represents and warrants to Seller that the following are true, correct and complete as of the date of this Agreement:

- 4.1. Authority. Buyer has all requisite right, power and authority to: (i) execute and deliver this Agreement and its related documents and perform his obligations hereunder and thereunder, and (ii) consummate the transactions contemplated in this Agreement. There are no agreements, contracts or commitments to which Buyer is a party that would prohibit or restrict the transactions contemplated under this Agreement. No consent, approval, order, or other authorization of any governmental or regulatory authority is required with respect to Buyer's execution and delivery of this Agreement or any related document, or consummation of the transactions contemplated herein or therein. When executed and delivered by Buyer, this Agreement constitutes the valid and binding obligation of Buyer enforceable in accordance with its terms.
- 4.2. Transaction Not a Breach. The execution and delivery of this Agreement and its related documents, the performance by Buyer hereunder, and the consummation of the transactions described herein, will not conflict with or violate (i) any law, ordinance, regulation, order, award, judgment, injunction or decree applicable to Buyer, or (ii) conflict with or result in a material breach of any contract, agreement, or other instrument, obligation or understanding of any nature to which Buyer is a party or by which Buyer is bound or affected.
- 4.3. Solvency. Buyer has not been the subject of any bankruptcy proceedings (whether voluntary or involuntary), made an assignment for the benefit of creditors, been adjudicated bankrupt or insolvent, petitioned for or been assigned any receiver or trustee relating to his assets, commenced any reorganization or restructuring of debt, or otherwise failed to fulfill his payment obligations in the ordinary course. None of the above has been commenced or threatened against Buyer.
- 4.4. Brokers. Buyer has not engaged, or incurred any unpaid liability (for any brokerage fees, finders' fees, commissions or otherwise) to, any broker, finder or agent in connection with the transactions contemplated by this Agreement.

5. **ADDITIONAL COVENANTS.**

- 5.1. Expenses. Unless expressly stated otherwise herein, each of Buyer and Seller will bear their own respective costs and expenses incurred in connection with the preparation and execution of this Agreement and its related documents, and the consummation of the transactions contemplated herein, including without limitation all legal fees and expenses, and fees arising from accountants, tax and financial advisors.
- 5.2. Confidentiality.
 - 5.2.1. Each party agrees that it will (i) not disclose the other party's Confidential Information to any third party; and (ii) protect all Confidential Information of the other party from unauthorized use, access, or disclosure in the same manner as it protects its own Confidential Information of a similar nature, and in no event with less than reasonable care. Upon the disclosing party's written request, the receiving party will promptly

return any Confidential Information identified in the request to the disclosing party. "Confidential Information" shall mean any information that is proprietary or non-public regarding any party, including without limitation, customer and vendor lists, business plans, network design and structure, and financial information. Confidential Information shall include the terms of this Agreement.

- 5.2.2. The foregoing restrictions will not apply to information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party or of any third party with a duty to keep such information confidential; (ii) is known to the receiving party at the time of disclosure without violation of any confidentiality restriction and without any restriction on the receiving party's further use or disclosure; or (iii) is independently developed by the receiving party.
- 5.3. Publicity; Press Releases. The Buyer can issue press releases, as applicable, in good faith concerning any public reports, statement, press releases or other publicity ("Publicity") regarding this Agreement or the transactions hereunder, but in no case will either party disclose in connection with any such Publicity any financial aspect of the Agreement or the transactions hereunder (including without limitation the Purchase Price) without the other party's prior written consent; provided, however that any party shall be entitled to give notices or provide information regarding this Agreement or the transactions to governmental or regulatory authorities, creditors, legal and financial advisors, and others as legally required; and further provided, that nothing in this section shall prohibit Buyer from issuing a press release or other Publicity indicating new ownership of the Company (excepting financial information, as set forth above).
- 5.4. Business Name. The parties agree to work together in good faith following the U.S. Closing to obtain the formal recordation of transfer of the Trademark(s), as applicable, business name "Clearly Herbal," as applicable, and related assets to Buyer, including without limitation to execute and file any documents required by applicable rules and regulations of any state or nation, with the exception of the United Kingdom. Pending such actual transfer(s), Seller hereby irrevocably grants to Buyer an exclusive license in all of Seller's rights to use the Trademark(s), business name "Clearly Herbal," and related assets in every nation, as applicable, except the United Kingdom, when applicable.

6. CONDITIONS PRECEDENT.

- 6.1. Conditions Precedent to Buyer's Obligations. The obligations of Buyer to consummate the transactions contemplated hereunder and to proceed with each respective Closing, are subject to the fulfillment of the following conditions, any of which may be waived in whole or in part by Buyer in writing.
- 6.1.1. Accuracy of Representations and Warranties. The representations and warranties of Seller contained in Section 3 of this Agreement shall be true, complete and accurate in all material respects as of each Closing Date.
- 6.1.2. Compliance with Agreement. Seller shall have complied with all obligations, agreements, commitments and covenants, and shall have fulfilled all conditions, required by this Agreement and its related documents to be performed or complied with on or prior to each Closing Date, as applicable.

- 6.1.3. Authority; Third-Party Consents. All actions necessary to authorize the execution, delivery and performance hereunder by Seller shall have been undertaken and completed. Any filings, registrations, notices, consents, releases and approvals required by Seller from any governmental entity or other third party for the performance of Seller's obligations hereunder shall have been obtained.
- 6.1.4. Reasonable Satisfaction. The form and substance of all certificates, notices, actions and documents required to consummate the transactions contemplated hereunder shall have been reasonably satisfactory to Buyer and its counsel.
- 6.2. Conditions Precedent to Seller's Obligations. The obligations of Seller to consummate the transactions contemplated hereunder and to proceed with each Closing, as applicable, are subject to the fulfillment of the following conditions, any of which may be waived in whole or in part by Seller in writing.
- 6.2.1. Accuracy of Representations and Warranties. The representations and warranties of Buyer contained in Section 4 of this Agreement shall be true, complete and accurate in all material respects as of each Closing Date, respectively.
- 6.2.2. Compliance with Agreement. Buyer shall have complied with all obligations, agreements, commitments and covenants, and shall have fulfilled all conditions, required by this Agreement and its related documents to be performed or complied with on or prior to each Closing Date, as applicable.
- 6.2.3. Authority; Third-Party Consents. All actions necessary to authorize the execution, delivery, and performance hereunder by Seller shall have been undertaken and completed. Any filings, registrations, notices, consents, releases and approvals required by Seller from any governmental entity or other third party for the performance of Seller's obligations hereunder shall have been obtained.
- 6.2.4. Reasonable Satisfaction. The form and substance of all certificates, notices, actions and documents required to consummate the transactions contemplated hereunder shall have been reasonably satisfactory to Seller and its counsel.

7. INDEMNIFICATION.

- 7.1. Indemnification by Seller. Seller shall defend, indemnify and hold harmless Buyer and each of Buyer's officers, directors, shareholders, employees, counsel, agents, and their respective successors and assigns (collectively, the "Buyer Indemnitees") from and against, and shall reimburse the Buyer Indemnitees for, each and every Loss incurred by any Buyer Indemnitee, directly or indirectly, arising out of or in connection with: (i) any material inaccuracy in any representation or warranty of Seller hereunder; (ii) any material breach or nonfulfillment of any covenant, agreement or other obligation of Seller under this Agreement or any related documents; (iii) any product liability or similar claim relating to business operations of the Business or sales by Seller prior to the U.S. Possession Date; or (iv) any debt, liability, or other obligation of Seller arising (or relating to the period) prior to the U.S. Possession Date except for obligations (if any) assumed by Buyer hereunder or otherwise expressly accepted by Buyer in writing hereafter.
- 7.2. Indemnification by Buyer. Buyer shall defend, indemnify and hold harmless Seller and each of Seller's officers, directors, shareholders, employees, counsel, agents, and their respective

successors and assigns (collectively, the "Seller Indemnitees") from and against, and shall reimburse the Seller Indemnitees for, each and every Loss incurred by any Seller Indemnitee, directly or indirectly, arising out of or in connection with: (i) any material inaccuracy in any representation or warranty of Buyer hereunder; (ii) any material breach or nonfulfillment of any covenant, agreement or other obligation of Buyer under this Agreement or any related documents; (iii) any product liability or similar claim relating to business operations of the Business or sales by Buyer after the U.S. Possession Date excepting any claims arising in connection with Seller's continuing United Kingdom business operations; or (iv) any debt, liability, or other obligation of Buyer arising (or relating to the period) after the U.S. Possession Date, excepting any claims arising in connection with Seller's continuing United Kingdom business operations.

- 7.3. Indemnification Procedure. If any Proceeding shall be brought or asserted against a party entitled to indemnification (or any successor thereto) pursuant to Sections 7.1 or 7.2 (each, an "Indemnitee") in respect of which indemnity may be sought under this Section 7 from an indemnifying party or any successor thereto (each, and "Indemnitor"), the Indemnitee shall give prompt written notice of such Proceeding to the Indemnitor. The Indemnitor shall thereupon assume the defense thereof, including the engagement of legal counsel reasonably satisfactory to the Indemnitee and the payment of all reasonable expenses associated therewith; provided, that any delay or failure to provide such notice to the Indemnitor shall relieve the Indemnitor of its indemnification obligations only to the extent, if at all, that it has been prejudiced by reason of such delay or failure. The Indemnitee shall, reasonably and in good faith, assist and cooperate in the defense thereof. Notwithstanding anything herein to the contrary, the Indemnitor shall not, without the Indemnitee's prior written consent, settle or compromise any Proceeding or consent to the entry of judgment with respect thereto.

8. MISCELLANEOUS.

- 8.1. Notices. Any notices from one party to another shall be deemed sufficiently given upon delivery (with the return receipt, the delivery receipt, or the affidavit of messenger), refusal by addressee or notice to the recipient from the Post Office that such notice is undeliverable, if such notice has been mailed by United States registered or certified mail, postage prepaid, or delivered by overnight courier addressed to:

If to Seller:

Clearly Herbal International Ltd
Attn: Kalpeshbhai Bhaibhavyas
OMC Chambers
Wickhams Cay 1
Road Town
Tortola, British Virgin Islands

If to Buyer:

Green Hygienics, Inc.
Attn: Bruce Harmon, CFO
80 SW 8th Street, Suite 2000
Miami, FL 33130
(305) 423-7185

or at such other address or addresses as such party may from time to time specify by notice in writing to the other, given in the manner provided in this Section.

- 8.2. Waiver; Severability. No delay or failure on the part of any party hereto in exercising any right, power or privilege under any of this Agreement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. The unenforceability or invalidity of any provision of this Agreement shall not affect the enforceability or validity of any other provision.
- 8.3. Benefit and Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, beneficiaries, successors and assigns. Except as expressly stated herein, this Agreement shall not confer any rights or remedies on any third party.
- 8.4. Entire Agreement; Amendment. The schedules and exhibits attached to this Agreement are incorporated herein by reference. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereto, supersedes all prior oral or written agreements, instruments and understandings with respect to such matters, and may be modified only by instruments signed by the parties. This Agreement may not be amended or modified except by written agreement of the parties hereto.
- 8.5. Survival. All of the covenants of the parties shall survive the execution of this Agreement and each closing, as applicable, including without limitation the indemnification obligations of the parties. All of the representations and warranties of the parties shall survive the execution of this Agreement and each closing, as applicable, regardless of the parties' respective due diligence investigations and even if the other party knows or should have known of any misrepresentation or breach of any warranty at the time of each Closing, as applicable, for a period of one year following each Closing, as applicable.
- 8.6. Further Assurances. Prior to, on and after each Closing, as applicable, each party shall execute, deliver and/or furnish to the other party, upon reasonable request, such further information or documents, and do such other acts and things, for the purpose of fulfilling the transactions contemplated hereunder.
- 8.7. Attorneys' Fees. In the event that any party hereunder brings a Proceeding to enforce this Agreement, the party that prevails in such Proceeding shall be entitled to recover, in addition to all other amounts and relief that may be granted, its reasonable costs and attorneys' fees incurred in connection with such Proceeding.
- 8.8. Redressability. In the event that any party hereunder brings a Proceeding regarding this Agreement, thirty (30) days prior to the initiation of the Proceeding, the party commencing the action will give written notice of grievances to the opposing party. The opposing party will have the opportunity to redress the grievances within the thirty (30) days.
- 8.9. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
- 8.10. Governing Law. This Agreement, the rights and obligations of the parties hereto, and any claims or disputes relating hereto, shall be construed and governed in accordance with the laws of the State of Florida, excluding the choice of law rules thereof.

8.11. Headings; Interpretation. The subject headings of Sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be interpreted as if all the parties had drafted it.

9. **DEFINITIONS.** In addition to any other definitions contained in this Agreement, the following words, terms and phrases shall have the following meanings when used in this Agreement.

"Agreement" means this Asset Purchase and Sale Agreement.

"Bill of Sale" has the meaning ascribed thereto in Section 2.2.2.

"Business" has the meaning ascribed thereto in Section 1.1.

"Business Location" has the meaning ascribed thereto in Section 1.1.

"Buyer" means Green Hygienics, Inc., a Florida corporation.

"Buyer Indemnitees" has the meaning ascribed thereto in Section 7.1.

"Closing," "Closing Date," "U.S. Closing," and "U.S. Closing Date" have the meanings ascribed thereto in Section 2.1.

"Confidential Information" has the meaning ascribed thereto in Section 5.2.1.

"Encumbrance" means any encumbrance, security interest, mortgage, lien, pledge, claim, lease, right of first refusal, option, restrictive easement, charge or other restriction or third party rights.

"Indemnitee" has the meaning ascribed thereto in Section 7.3.

"Indemnitor" has the meaning ascribed thereto in Section 7.3.

"Knowledge" or "knowledge" (including the terms "knowing" and "knowingly") will be deemed to be present with any party when the matter in question was brought to the attention of, or if due diligence had been exercised, would have been brought to the attention of the party, or any of its responsible employees.

"Loss" means any loss, damage, injury, harm, detriment, decline in value, liability, claim, demand, cost of any Proceeding, settlement, judgment, award, fine, penalty, tax, fee, charge, cost or expense (including, without limitation, costs associated with avoiding any of the foregoing), and the fees, disbursements and expenses of attorneys, accountants and other professional advisors).

"Noncompetition Agreement" and "U.S. Noncompetition Agreement" has the meaning ascribed thereto in Section 2.2.2.

"Proceeding" means any action, suit, litigation, arbitration, lawsuit, claim, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding, and any informal proceeding), prosecution, contest, hearing, inquiry, audit, examination, investigation, challenge, controversy or dispute commenced, brought or conducted or through any governmental authority, including the courts, or any arbitrator.

"Publicity" has the meaning ascribed thereto in Section 5.3.

"Purchase Price" has the meaning ascribed thereto in Section 1.4.

"Retained Liabilities" has the meaning ascribed thereto in Section 1.3.2.

"Seller Indemnitees" has the meaning ascribed thereto in Section 7.2.

"Seller" means Clearly Herbal International Ltd, a British Virgin Islands corporation.

"Taxes" means all taxes, charges, fees, levies, duties or other similar assessments, reassessments or liabilities.

"Tax Returns" mean any report, return or statement required to be supplied to a taxing authority in connection with Taxes.

"U.S. Transferred Assets" and "U.S. Trademark(s)" have the meaning ascribed thereto in Section 1.1.

"VWAP" has the meaning ascribed thereto in Section 1.4.2.

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