

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
Christmas Mountains Mfg. Inc.		09/30/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Contech Enterprises Inc.		
Street Address:	430 Arnold Avenue		
City:	Victoria		
State/Country:	CANADA		
Postal Code:	V8V 5A6		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3539342	SANTA'S SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	2503833163		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	250-413-3250		
Email:	mhooper@contech-inc.com		
Correspondent Name:	Marianne Hooper		
Address Line 1:	430 Arnold Avenue		
Address Line 4:	Victoria, CANADA V8V 5A6		
DOMESTIC REPRESENTATIVE			
Name:	Marianne Hooper		
Address Line 1:	314 Straight Avenue SW		
Address Line 4:	Grand Rapids, MICHIGAN 49504-6485		
NAME OF SUBMITTER:	Michael Bolster		

OP \$40.00 3539342

Signature:	/Mike Bolster/
Date:	12/02/2013
Total Attachments: 4 source=CMMI -Trademark-Assignment #page1.tif source=CMMI -Trademark-Assignment #page2.tif source=CMMI -Trademark-Assignment #page3.tif source=CMMI -Trademark-Assignment #page4.tif	

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") effective September 30, 2011, is made by and between:

Christmas Mountains Mfg. Inc., a corporation of the Province of New Brunswick, having an address of 20 Columbus Street, Perth-Andover, New Brunswick, E7H 1T3, Canada (the "Assignor");

AND:

Contech Enterprises Inc., a corporation of the Province of British Columbia, having a place of business at 115 – 19 Dallas Road, Victoria, V8V 5A6, Canada (the "Assignee")

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

PREAMBLE

WHEREAS the Assignor is the owner of the following trademarks:

SANTA'S SOLUTION, United States registration number **3,539,342**
SANTA'S SOLUTION, Canadian registration number **727,222**
MADE FOR LIFETIME, NOT A LANDFILL, Canadian registration number
763,415 (the "Trademarks"); and

WHEREAS the Assignor wishes to assign, sell and transfer unto the Assignee all of the Assignor's rights, title and interest in and to the Trademarks;

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. ASSIGNMENT

For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trademark, including, without limitation, all common law rights and the goodwill associated with the Trademark in the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trademark and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trademark in any country.

2. COMMITMENTS

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 and to establish that the Assignor does not have any other right, title and interest in and to the Trademark and any applications or registrations in respect thereof.

3. GENERAL PROVISIONS

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.3 **Counterparts.** This Agreement may be executed 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.

3.4 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.5 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands.

WITNESSED BY:)	Christmas Mountains Mfg. Inc.
Signature: <u><i>Gilles Godbout</i></u>)	Signature: <u><i>Paul Desjardins</i></u>
Name: <u>GILLES GODBOUT</u>)	Date: <u>September 30</u> , 2011
Address: _____)	
_____)	

This Assignment is accepted by Contech Enterprises Inc.

CONTECH ENTERPRISES INC.

Signature of Authorized Signatory

Title: _____


Date: _____, 2011

IN TESTIMONY WHEREOF, the parties have hereunto set their hands.

WITNESSED BY:) **Christmas Mountains Mfg. Inc.**
)
Signature: _____) Signature: _____
)
Name: _____) Date: September _____, 2011
)
Address: _____)
)
_____)

This Assignment is accepted by Contech Enterprises Inc.

CONTECH ENTERPRISES INC.


Signature of Authorized Signatory

Title: President

Date: September 30, 2011