

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM307625





<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Money's Mushrooms Ltd.		04/01/2014	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Calkins & Burke Limited		
<b>Street Address:</b>	1500 West Georgia Street, Suite 800		
<b>City:</b>	Vancouver BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6G 2Z6		
<b>Entity Type:</b>	corporation under the laws of British Columbia: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1267307	MONEY'S	
<b>Registration Number:</b>	1722200	MONEY'S	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	5032240155		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	5032245858		
<b>Email:</b>	trademark@millernash.com		
<b>Correspondent Name:</b>	Paul L. Havel		
<b>Address Line 1:</b>	111 S.W. Fifth Avenue		
<b>Address Line 2:</b>	Suite 3400		
<b>Address Line 4:</b>	Portland, OREGON 97204		
<b>ATTORNEY DOCKET NUMBER:</b>	521270-0031		
<b>NAME OF SUBMITTER:</b>	Paul L. Havel		
<b>SIGNATURE:</b>	/Paul L. Havel/		
<b>DATE SIGNED:</b>	06/13/2014		
<b>Total Attachments: 2</b>			
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**ASSIGNMENT AGREEMENT  
CANADA AND US TRADE-MARKS**

This Assignment Agreement is made as of the 1<sup>st</sup> day of April, 2014 (the "Effective Date"), BETWEEN Money's Mushrooms Ltd., having an address at 3300 – 130 Adelaide Street West, Toronto, Ontario M5H 3P5 (the "Assignor"), and Calkins & Burke Limited, having an address at Suite 800, 1500 West Georgia Street Vancouver, British Columbia V6G 2Z6 (the "Assignee")

WHEREAS, Assignor is the registrant of the following marks:

	Trademark	Country	Status
1.		Canada	Registered App #: 232,943 Reg #: TMA104,639
2.		Canada	Registered  App #: 1,034,364 Reg #: TMA529,237
3.	MONEY'S MUSHROOMS	Canada	Registered App #: 1,034,363 Reg #: TMA529,236
4.		Canada	Registered App #: 1,017,316 Reg #: TMA551,663
5.	MONEY'S MUSHROOMS MAKE MEALS MMMARVELOUS	Canada	Registered App #: 815,944 Reg #: TMA496,971
6.	MONEY'S	United States	Registered App #: 73241219 Reg #: 1267307
7.		United States	Registered App #: 74165909 Reg #: 1722200

(collectively the "Marks"); and

WHEREAS, Assignor desires to assign and Assignee desires to receive all of Assignor's right, title and interest in and to the Marks, together with the portion of the business to which the Marks pertains and the goodwill associated therewith.

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, transfers, assigns and sets over unto Assignee, its successors and assigns, all of Assignor's entire right, title and interest in, to and associated with the Marks, together with

all the benefit of the Registration, the benefit of any use of the Marks, and the goodwill associated therewith, all common law rights related thereto, all rights of registration, renewal and extension, and the right to recover for claims for damages and profits for past infringements and violations of common law rights thereof, to hold unto the Assignee absolutely, pursuant to and in accordance with the Trade-mark Purchase and Sale Agreement signed by the Assignee and Assignor of same date.

Assignor agrees to execute and deliver at the request of the Assignee all papers, instruments, and assignments, and to perform any other reasonable acts Assignee may request in order to vest all of Assignor's right, title, and interest in and to the Marks in Assignee and to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This Assignment Agreement may be executed and delivered by the parties in one or more counterparts, each of which may be executed and delivered electronically in PDF or a similar secure format, and each executed and delivered counterpart will be deemed an original and all counterparts will together constitute one and the same document.

IN WITNESS WHEREOF the parties have executed this Assignment Agreement as of the date first above written.

**Money's Mushrooms Ltd.**

**Calkins & Burke Limited**

By: \_\_\_\_\_



Authorized Signatory  
Name: Brandon Rosen  
Title: President

By: \_\_\_\_\_



Authorized Signatory  
Name: Michael Bolton  
Title: Director