

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM322285

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vegherb, LLC		02/22/2013	LIMITED LIABILITY LIMITED PARTNERSHIP: NEW YORK
RECEIVING PARTY DATA			
Name:	Contech Enterprises Inc.		
Street Address:	19 Dallas Road, Unit 115		
City:	Victoria		
State/Country:	CANADA		
Postal Code:	V8V 5A6		
Entity Type:	CORPORATION: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85040973	VEGGIE WALL	
CORRESPONDENCE DATA			
Fax Number:	2503833163		
<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>			
Phone:	250-413-3250		
Email:	mhooper@contech-inc.com		
Correspondent Name:	Marianne Hooper		
Address Line 1:	19 Dallas Road, Unit 115		
Address Line 4:	Victoria, CANADA V8V 5A6		
NAME OF SUBMITTER:	Sharilyn Johnson		
SIGNATURE:	/Sharilyn Johnson/		
DATE SIGNED:	11/05/2014		
Total Attachments: 5			
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OP \$40.00 85040973

ASSIGNMENT AGREEMENT

This Agreement is dated for reference this 22 day of February, 2013.

BETWEEN:

CONTECH ENTERPRISES INC., a company amalgamated under the laws of the Province of British Columbia, having a place of business at Unit 115, 19 Dallas Road, Victoria, British Columbia, Canada V8V 5A6

(the "**Company**")

AND:

VEGHERB, LLC (dba Scenery Solutions), a limited liability company organized and existing under the laws of the State of New York and having its principal place of business at 222 Grace Church Street, Suite 302, Port Chester, New York 10573

(the "**Assignor**")

WHEREAS:

- A. Pursuant to the terms of an asset purchase agreement dated as the date hereof (the "**APA**") by and between the Company and the Assignor, the Company has agreed to license the Intellectual Property from the Assignor pursuant to a license agreement of even date herewith (the "**License Agreement**");
- B. Pursuant to the terms of the License Agreement, the Company may purchase the Intellectual Property for One Dollar (\$1.00), provided that the Company has fulfilled its obligations in favour of the Assignor with respect to the payments evidenced by the Promissory Note annexed hereto and made a part hereof by reference (the "**Promissory Note Payments**"); and
- C. the parties wish to enter into an agreement respecting the assignment of the ownership of the Intellectual Property, if, as and when such assignment is to occur.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. **Assignment.** Subject to the Promissory Note Payments having been received by the Assignor or its permitted successor or assign, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Company, for the Company's benefit and the benefit of its successors and assigns, all of the Assignor's rights, title and interest in and to the Intellectual Property, including, without limitation,

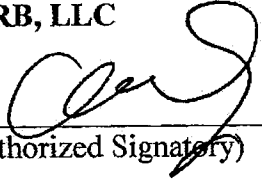
all common law rights and the goodwill associated with the Intellectual Property throughout all countries and jurisdictions, including all applications and registrations in respect thereof, and the right to file further applications for the Intellectual Property and to receive registrations therefor.

2. **Governing Law.** This Agreement shall be governed in all respects by the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated in all respects as a British Columbia contract.
3. **Severability.** If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.
4. **Waiver; Amendment; Modification.** The waiver by the Company of a term or provision of this Agreement, or of a breach of any provision of this Agreement by the Assignor, shall not be effective unless such waiver is in writing signed by the Company. No waiver by the Company of, or consent by the Company to, a breach by the Assignor, will constitute a waiver of, consent to or excuse of any other or subsequent breach by the Assignor. This Agreement may be amended or modified only with the written consent of both the Assignor and the Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.
5. **Entire Agreement.** This Agreement represents the Assignor's entire understanding with the Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.
6. **Enurement and Assignment.** This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective heirs, administrators, executors, successors, and permitted assigns. This Agreement shall not be assigned in whole or in part by the Assignor, nor shall the Assignor subcontract any of his duties or obligations hereunder, to any other person, firm or company without the prior written consent of the Company, which consent may not be arbitrarily withheld. This Agreement may not be assigned by the Company to any Affiliate, as defined in the Business Corporations Act (British Columbia), of the Company without Assignor's prior written consent, which shall not be unreasonably withheld.
7. **Defined Terms.** Terms not otherwise defined herein have the meanings given in the APA.

8. **Counterparts.** This Agreement may be executed in counterpart and may be executed and delivered by facsimile or other electronic means and all such counterparts shall together constitute one and the same agreement.

VEGHERB, LLC

Per:



(Authorized Signatory)

CONTECH ENTERPRISES, INC.

Per:

(Authorized Signatory)

8. **Counterparts.** This Agreement may be executed in counterpart and may be executed and delivered by facsimile or other electronic means and all such counterparts shall together constitute one and the same agreement.

VEGHERB, LLC

Per: _____
(Authorized Signatory)

CONTECH ENTERPRISES, INC.

Per:  _____
(Authorized Signatory)

5.2(i) Intellectual Property

Trade-mark

Application/Registration No.

L. Veggio Wall

3983615

URLs

Domain Name	Description	Is Transfer Locked?	Status	Expiration Date
franceitall.com	franceitall.com	locked	ACTIVE	8/2/2013
	Private Domain		ACTIVE	3/3/2015
garden-wars.com	garden-wars.com	locked	ACTIVE	7/28/2013
	Private Domain		ACTIVE	7/28/2013
	Domain Expiration Protection		ACTIVE	7/28/2013
	Basic Web Site Forwarding		ACTIVE	7/28/2013
gardentimbers.com	gardentimbers.com	locked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
	Private Domain		ACTIVE	1/31/2014
gardenwarz.com	gardenwarz.com	locked	ACTIVE	7/28/2013
	Basic Web Site Forwarding		ACTIVE	7/28/2013
	Private Domain		ACTIVE	7/28/2014
	Domain Expiration Protection		ACTIVE	7/28/2013
raisedbed.com	raisedbed.com	locked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
	Private Domain		ACTIVE	3/1/2014
raisedbedgarden.com	raisedbedgarden.com	unlocked	ACTIVE	3/1/2014
	Basic Web Site Forwarding		ACTIVE	3/1/2014
	Private Domain		ACTIVE	3/1/2014
scenery-solutions.com	scenery-solutions.com	locked	ACTIVE	12/30/2015
	Private Domain		ACTIVE	3/3/2015