

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324980

<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>
Mark D Loran		11/15/2011	INDIVIDUAL: CANADA
Pacific Sprinklers Ltd.		11/15/2011	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Contech Enterprises Inc.		
<b>Street Address:</b>	19 Dallas Road, Unit 115		
<b>City:</b>	Victoria		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V8V 5A6		
<b>Entity Type:</b>	CORPORATION: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85016302	RAINFOREST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	250-413-3250		
<b>Email:</b>	mhooper@contech-inc.com		
<b>Correspondent Name:</b>	Marianne Hooper		
<b>Address Line 1:</b>	19 Dallas Road, Unit 115		
<b>Address Line 4:</b>	Victoria, CANADA V8V 5A6		
<b>NAME OF SUBMITTER:</b>	Mark Loran		
<b>SIGNATURE:</b>	/Mark Loran/		
<b>DATE SIGNED:</b>	12/03/2014		
<b>Total Attachments: 6</b>			
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OP \$40.00 85016302

TRADEMARK

**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made as of November 15, 2011,

AMONG:

**PACIFIC SPRINKLERS LTD.**, a company incorporated under the laws of British Columbia, having a place of business at S4 C14 - 2811 Popoff Rd, South Slokan, BC, V0G 2G0

(the "Vendor")

AND:

**MARK D. LORAN**, an individual having an address at S4 C14 - 2811 Popoff Rd, South Slokan, BC, V0G 2G0

(the "Principal")

AND:

**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 "Purchaser")

**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;
- B. the Principal is to provide certain representations and warranties in connection with the Business, the Assets and the Vendor; and
- C. 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 THE VENDOR

Except as set forth in Schedule C (the Disclosure Schedule), the Vendor and the Principal jointly and severally represent and warrant to and in favour of the Purchaser as follows and acknowledge and confirm that the Purchaser is relying on these representations and warranties in connection with the 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 the Principal and constitutes a legal, valid and binding obligation of the Vendor and the Principal 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. 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, and dispose of the Assets, subject only to the rights of the other parties to the Assigned Contracts.

(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 constitute all of the material assets, other than the buildings and those assets listed as Excluded Assets in Schedule D, that are usually and ordinarily used in connection with, or otherwise necessary to operate the Business, excluding the Excluded Assets. 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.

(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) Inventories: Other than as disclosed in Schedule C, 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.

(g) Intellectual Property:

(i) Schedule C 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 or rights under license 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;

(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, to the knowledge of Vendor, 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 , to the knowledge of Vendor, the right of the Vendor to use the Intellectual Property has never been called into question or challenged.

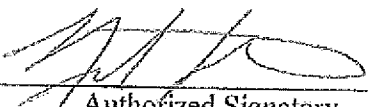
(b) To the extent any representation or warranty set forth in this Agreement is qualified by the materiality of the matter(s) to which the representation or warranty relates, the inclusion of any matter in Schedule C does not constitute a determination by the Vendor and the Principal that any such matter is material. The disclosure of any information concerning a matter in Schedule C does not imply that any other, undisclosed matter that has a greater significance or value is material.

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

PACIFIC SPRINKLERS LTD.

CONTECH ENTERPRISES INC.

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

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

\_\_\_\_\_  
MARK LORAN

(b) To the extent any representation or warranty set forth in this Agreement is qualified by the materiality of the matter(s) to which the representation or warranty relates, the inclusion of any matter in Schedule C does not constitute a determination by the Vendor and the Principal that any such matter is material. The disclosure of any information concerning a matter in Schedule C does not imply that any other, undisclosed matter that has a greater significance or value is material.

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PACIFIC SPRINKLERS LTD.

CONTECH ENTERPRISES INC.

Per:

Per:

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

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

\_\_\_\_\_  
MARK LORAN

**SCHEDULE "C"**

**Disclosure Schedule**

**Section 5.2**

**Assets**

5.2(a) Assets

The following assets of the Vendor are not in its possession:

<b><u>Item</u></b>	<b><u>Manufacturer</u></b>	<b><u>Location</u></b>
2500 recycled sprinkler head frames (\$1,100.00)	Moraine Plastics	En route from Taiwan?
100 display racks (\$3,200.00)	Chang Ho Displays	En route from Taiwan?
Various sprinkler items (\$36,200.60)	Gui Yo Industrial Co. Ltd.	En route from Taiwan?

5.2(i) Inventories

Value of at least \$105,000.00, including a 14% freight charge. The Purchaser is responsible for pick up and shipping and insurance from the Closing Date.

5.2(g) Intellectual Property

**Trade-mark**

**Application/Registration No.**

**United States**

"Rainforest" and green heart shape logo

TMA788,3311476692

**Canada**

"Rainforest" and green heart shape logo

3,983,810

Websites:

www.rainforestsprinklers.com, rainforestsprinklers.ca, rainforestsprinklers.info, heartsprinkler.com, pacificsprinklers.com