

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM324989

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Chad Gibson		06/15/2011	INDIVIDUAL: UNITED STATES
Curt Gibson		06/15/2011	INDIVIDUAL: UNITED STATES
Debra Gibson		06/15/2011	INDIVIDUAL: UNITED STATES
Jennifer Barrelli		06/15/2011	INDIVIDUAL: UNITED STATES
G & B Marketing Inc.		06/15/2011	CORPORATION:
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: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76707205	PROCONE	
Serial Number:	76699248	PROCOLLAR	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
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:	12/03/2014		
Total Attachments: 7			
source=G&B Marketing APA 7 pages#page1.tif			
source=G&B Marketing APA 7 pages#page2.tif			

OP \$65.00 76707205

TRADEMARK

source=G&B Marketing APA 7 pages#page3.tif
source=G&B Marketing APA 7 pages#page4.tif
source=G&B Marketing APA 7 pages#page5.tif
source=G&B Marketing APA 7 pages#page6.tif
source=G&B Marketing APA 7 pages#page7.tif

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of June 15, 2011,

AMONG:

G & B MARKETING INC., a corporation organized under the laws of the State of Nevada, having a place of business at Suite 109, 1485 Poinsettia Avenue, Vista, California, USA 92081

(the "**Vendor**")

AND:

CHAD GIBSON, an individual having an address at 3542 Simsbury Ct, Carlsbad, CA 92008, USA

("Chad")

AND:

CURT GIBSON, an individual having an address at 3606 Seaview Way, Carlsbad, CA 92008, USA

("Curt")

AND:

DEBRA GIBSON, an individual having an address at 3606 Seaview Way, Carlsbad, CA 92008, USA

("Debra")

AND:

JENNIFER BARRELLI, an individual having an address at 3495 Pontiac, Carlsbad, CA 92019, USA

("Jennifer", and together with Chad, Curt, Debra, and the Vendor, the "**Principals**", and each individually, a "**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**")

force from time to time, and to any statute or regulations that may be passed which supplement or supersede such statute or such regulations.

1.5 No Strict Construction

The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Person.

1.6 Meaning of Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of the Vendor, or the awareness of the Vendor (or words to like effect), it shall be deemed to refer to the actual knowledge of any one or more of the Principals.

1.7 Currency

Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in the lawful currency of Canada.

1.8 Schedules

The following are the Schedules which are attached to and form part of this Agreement:

- Schedule A - List of Assets
- Schedule B - Form of Non-Solicitation and Non-Competition Agreement
- Schedule C - Disclosure Schedule
- Schedule D - Description of Premises
- Schedule E - Form of Assignment Agreement
- Schedule F - Form of Promissory Note
- Schedule G - Allocation of Purchase Price

1.9 Cross-References

Except where otherwise expressly provided, a reference in this Agreement to a designated Section, subsection, paragraph or other subdivision or to a Schedule is to the designated Section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement.

the other party. The Vendor is responsible for and shall pay all property taxes, sales taxes, excise taxes, goods and services taxes and similar taxes with respect to the Assets up to the Effective Time.

5. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Except as set forth in Schedule C (the Disclosure Schedule), the Vendor and each of the Principals 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 each of the Principals and constitutes a legal, valid and binding obligation of the Vendor and each of the Principals 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 except Permitted 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, occupy, rent and dispose of the Assets, subject only to the rights of the other parties to the Assigned Contracts and subject to Permitted Encumbrances.

(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 and the Premises constitute all of the material assets and properties that are usually and ordinarily used in connection with, or otherwise necessary to operate the Business, excluding the Excluded Assets. The buildings, improvements, fixtures, 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) Premises. The description of the Premises in Schedule D is a materially accurate description of the Premises used in the conduct of the Business. Subject to Permitted Encumbrances, no Person other than the Vendor occupies or uses any portion of the Premises, and there are no other agreements, options, contracts or commitments to sell, transfer or otherwise dispose of the Vendor's leasehold interest in the Premises except as contemplated by this Agreement.

(g) Zoning: To Vendor's knowledge, the Premises are zoned to permit the activities carried on by the Vendor in conducting the Business. To the Vendor's knowledge, the Vendor is operating and using the Assets and the Premises, and is conducting the Business in compliance with all applicable land use or zoning by-laws, local planning legislation, development restrictions or plans, building restrictions or codes and any Permitted Encumbrances.

(h) 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.

(i) 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.

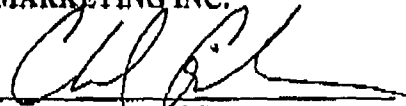
5.3 Business Operations

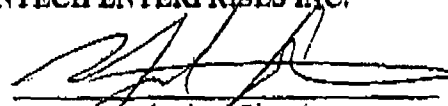
- (a) Permits: Except as set forth on Schedule C, there are no Permits necessary to own, operate, or lease any of the Assets utilized by the Vendor in the Business.
- (b) Compliance with Laws: The Vendor is, and has been, conducting the Business in compliance, in all material respects, with all Laws applicable to it and the Business, including, without limitation, all applicable Privacy Laws, the *US Foreign Corrupt Practices Act*, and Laws relating to the export of goods or services from the United States. The Vendor is not a party to, or bound by, any decree, order or arbitration award (or agreement entered into with any administrative, judicial or arbitration proceeding with any Governmental Authority) with respect to or affecting the Assets, the Premises or the Business.
- (c) Jurisdictions in which Business is Carried On: Except as set forth in Schedule C, the Vendor does not carry on the Business or own or lease any of the Assets in any jurisdiction, other than California and Nevada, U.S.A., where the nature of conduct of the Business carried on in, or the nature of those of the Assets situate in, such jurisdiction would require registration, qualification or licensing of the Vendor in such jurisdiction.
- (d) Insurance: Schedule C sets forth a list of all policies of insurance relating to the Business and for each policy indicates the name of the insurer, the amount of coverage, the type of insurance, and all pending claims under each policy. All such policies remain in full force and effect until the Closing Date.

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


G & B MARKETING INC.

CONTECH ENTERPRISES INC.

Per: 
Authorized Signatory

Per: 
Authorized Signatory


CHAD GIBSON


CURT GIBSON


JENNIFER BARRELLI


DEBRA GIBSON

SCHEDULE "C"

Disclosure Schedule

Section 5.2

Assets

5.2(a) **Assets**

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

<u>Item</u>	<u>Manufacturer</u>	<u>Location</u>
Humane Choice Shampoos	Cosmos	Manufacturer's warehouse in Wentzville, MO
Certain machinery and raw materials for Pro Collars and Pro Cones	CS Tech	With manufacturer in Tijuana, Mexico
Molds for IV Stabilizer	CS Tech	With manufacturer in Tijuana, Mexico

In addition to the aforementioned items, there are also certain deposits paid for and inventory being shipped from China to produce Pro Collars and Pro Cones.

5.2(h) **Inventories**

None.

5.2(i) **Intellectual Property**

<u>Trade-mark</u>	<u>Application/Registration No.</u>
United States	
PRO COLLAR	3,795,355
PRO CONE	76/707205
Japan	
PRO COLLAR	2009-071377