

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM324999

<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>
ENB Science, LLC (dba True-Dose)		02/01/2014	CORPORATION: MISSOURI
Joe Wayman		02/01/2014	INDIVIDUAL: UNITED STATES
<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: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77630349	TRUE-D SE	
<b>Serial Number:</b>	77629736	TRUE-DOSE	
<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>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>	Sharilyn Johnson		
<b>SIGNATURE:</b>	/Sharilyn Johnson/		
<b>DATE SIGNED:</b>	12/03/2014		
<b>Total Attachments: 6</b>			
source=ENB Science True Dose APA 6 pages#page1.tif			
source=ENB Science True Dose APA 6 pages#page2.tif			
source=ENB Science True Dose APA 6 pages#page3.tif			
source=ENB Science True Dose APA 6 pages#page4.tif			
source=ENB Science True Dose APA 6 pages#page5.tif			

OP \$65.00 77630349

TRADEMARK



**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT is made as of February 1, 2014,

AMONG:

**ENB SCIENCE, LLC (dba TRUE-DOSE)**, a company having a place of business at 6209 Mid Rivers Dr., Suite 107, St. Charles, Missouri, USA 63376

(the “**Vendor**”)

AND:

**JOE WAYMAN**, an individual

(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:

Schedule A	-	List of Assets
Schedule B	-	Form of Management Agreement
Schedule C	-	Form of Non-Solicitation and Non-Competition Agreement
Schedule D	-	Disclosure Schedule

## **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.

## **1.10 Accounting Terms**

Except where otherwise expressly provided, any accounting term not otherwise defined in this Agreement has the meaning assigned to it in accordance with GAAP applied on a basis consistent with that of prior periods.

## **1.11 References to Whole Agreement**

Except where otherwise expressly provided, the words “herein”, “hereof”, “hereby” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Section, subsection, paragraph or other subdivision or Schedule.

# **2. PURCHASE AND SALE OF ASSETS**

## **2.1 Purchase and Sale of Assets**

Based on the representations and warranties contained in this Agreement, the Vendor hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases from the Vendor, all of the Vendor’s right, title and interest in and to the Assets, effective as of and from the Effective Time, free and clear of all Encumbrances other than Permitted Encumbrances, for the Purchase Price and in accordance with and subject to the terms and conditions set forth in this Agreement.

## **2.2 Assumed Obligations**

On the terms and subject to the conditions contained in this Agreement, at the Closing the Purchaser will assume the obligations and liabilities of the Vendor in relation to the Business with respect to the Accounts Payable (the “**Assumed Obligations**”), which are to be assumed, observed, performed or paid by the Purchaser, from and after the Effective Time, without duplication.

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 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 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) Inventories: Other than as disclosed in Schedule D, 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 D 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;

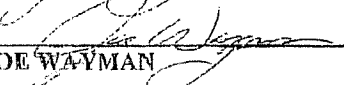
(iv) To the knowledge of the Vendor, the conduct of the Business by the Vendor does not infringe upon any intellectual property right, domestic or foreign, of any Person and the Vendor has not received any notice (whether written or oral) claiming that the conduct of the Business or the Vendor infringes 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.


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

ENB SCIENCE, LLC

Per:   
Authorized Signatory

  
JOE WAYMAN

CONTECH ENTERPRISES INC.

Per:   
Authorized Signatory

**Schedule "A"**

**List of Assets**

Accounts Receivable \$83,728.75

Intellectual Property – True-Dose trademark, patent pending, artwork, sales pieces, web site, packaging.

Description	Total Qty	Total Value
Joint Care Under 50#	1596	\$ 6,464
Joint Care 50# Over	1332	\$ 5,408
Agility	1144	\$ 4,656
Calming	1383	\$ 5,643
Cat Skin & Coat	1054	\$ 4,311
Cat Joint Care	651	\$ 2,669
Skin & Coat Dog	1602	\$ 6,584
Wellness	1240	\$ 5,109
Sea Fresh Powder	708	\$ -
Spray Fresh	2024	\$ -
Gel Fresh	1775	\$ -
Dental Kit	2	\$ -
Calming Travel Pen	185	\$ 740
Pump 1.0ml Flamingo	310	\$ 233
Pump 0.5 ml Pfifer	185	\$ 157
Calming Drum	1	\$ 1,985
Skin Drum	1	\$ 2,750
Joint Drum	1	\$ 3,100
4 Panel 10'	1	\$ 2,500
Cloth 10'	1	\$ 1,500
Tabletop	1	\$ 500
Retractables	8	\$ 1,000
Cuttout Bottle	4	\$ 300
Total		\$ 55,608