

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM347852

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>SEQUENCE:</b>	1		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BLACKWATER INNOVATIONS CORP.		11/30/2012	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	0936270 B.C. LTD.		
<b>Street Address:</b>	500-1188 W. GEORGIA STREET		
<b>City:</b>	VANCOUVER B.C.		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E4A2		
<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>	85381541	BLACKWATER EXTREME	
<b>Registration Number:</b>	3986573	BLACKWATER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2132264028		
<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>	213-488-7100		
<b>Email:</b>	kevin.davis@pillsburylaw.com		
<b>Correspondent Name:</b>	MARCUS D. PETERSON, ESQ.		
<b>Address Line 1:</b>	PILLSBURY WINTHROP SHAW PITTMAN LLP		
<b>Address Line 2:</b>	725 SOUTH FIGUEROA STREET, SUITE 2800		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90017-5406		
<b>ATTORNEY DOCKET NUMBER:</b>	074591-0407900		
<b>NAME OF SUBMITTER:</b>	MARCUS D. PETERSON		
<b>SIGNATURE:</b>	/Marcus D. Peterson/		
<b>DATE SIGNED:</b>	07/13/2015		
<b>Total Attachments: 93</b>			
source=Blackwater - Asset Purchase Agreement (redacted)#page1.tif			

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**ASSET PURCHASE AGREEMENT**

THIS AGREEMENT made as of the 30th day of November, 2012.

AMONG:

**0936270 B.C. LTD.**, a British Columbia corporation  
(the "**Purchaser**")

AND:

**BLACKWATER INNOVATIONS CORP.**, a British Columbia corporation  
(the "**Vendor**")

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**WHEREAS:**

A. The Vendor operates a business in the health and wellness industry under the name Blackwater (the "**Business**");

B. The Purchaser wishes to purchase, and the Vendor wishes to sell, substantially all of the assets, property and undertaking of the Business on the terms and conditions herein contained; and

[REDACTED]

In consideration of the undertakings of the parties, their mutual promises and covenants, and other valuable consideration as provided, the parties, intending to be legally bound, hereby agree as follows:

**ARTICLE 1 – INTERPRETATION**

**1.1 Definitions**

In this Agreement and in the schedules, the following terms and expressions will have the following meanings:

[REDACTED]

(a) "Agreement" means this asset purchase agreement and all instruments amending it; "hereof", "hereto" and "hereunder" and similar expressions mean and refer to this Agreement and not to any particular Article, Section, or other subdivision; "Article", "Section" or other subdivisions of this Agreement followed by a number means and refers to the specified Article, Section or other subdivision of this Agreement;

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(j) "Closing Date" means the date this Agreement is entered into as shown on the first page of the Agreement;

● [REDACTED]

(l) "Closing Time" means 10:00 am in the City of Vancouver on the Closing Date or such other time on the Closing Date as the Parties may agree upon as the time at which the Closing shall take place;

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(cc) "Intellectual Property" has the meaning ascribed in Section 4.1(34);

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(oo) **“Purchased Assets”** means all of the property and assets used in connection with or otherwise relating to the Business (other than the Excluded Assets) as a going concern, whether real or personal, tangible or intangible, of every kind and description and, wheresoever situate, including, without limitation:

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(viii) Intellectual Property - all trade or brand names, business names, trademarks, trade mark registrations and applications, service marks, service mark registrations and applications, copyright registrations and applications, patents, patent registrations and applications and other patent rights (including any patents issued on such applications or rights), trade secrets, proprietary manufacturing information and know-how, equipment and parts lists and descriptions, instruction manuals, inventions, inventors' notes, research data, unpatented blue prints, drawings and designs, formulae, processes, technology and other intellectual, industrial or proprietary rights, together with all rights under licences, registered user agreements, technology transfer agreements and



other agreements or instruments relating to any of the foregoing, including, without limitation, the Intellectual Property described in Schedule Y;

● [REDACTED]

● [REDACTED]

(xi) Goodwill - all goodwill, together with the exclusive right for the Purchaser to represent itself as carrying on the Business in succession to the Vendor and the right to use any words indicating that the Business is so carried on, including the exclusive right to use the name Blackwater, or any variation thereof, as part of the name or style under which the Business or any part thereof is carried on by the Purchaser;

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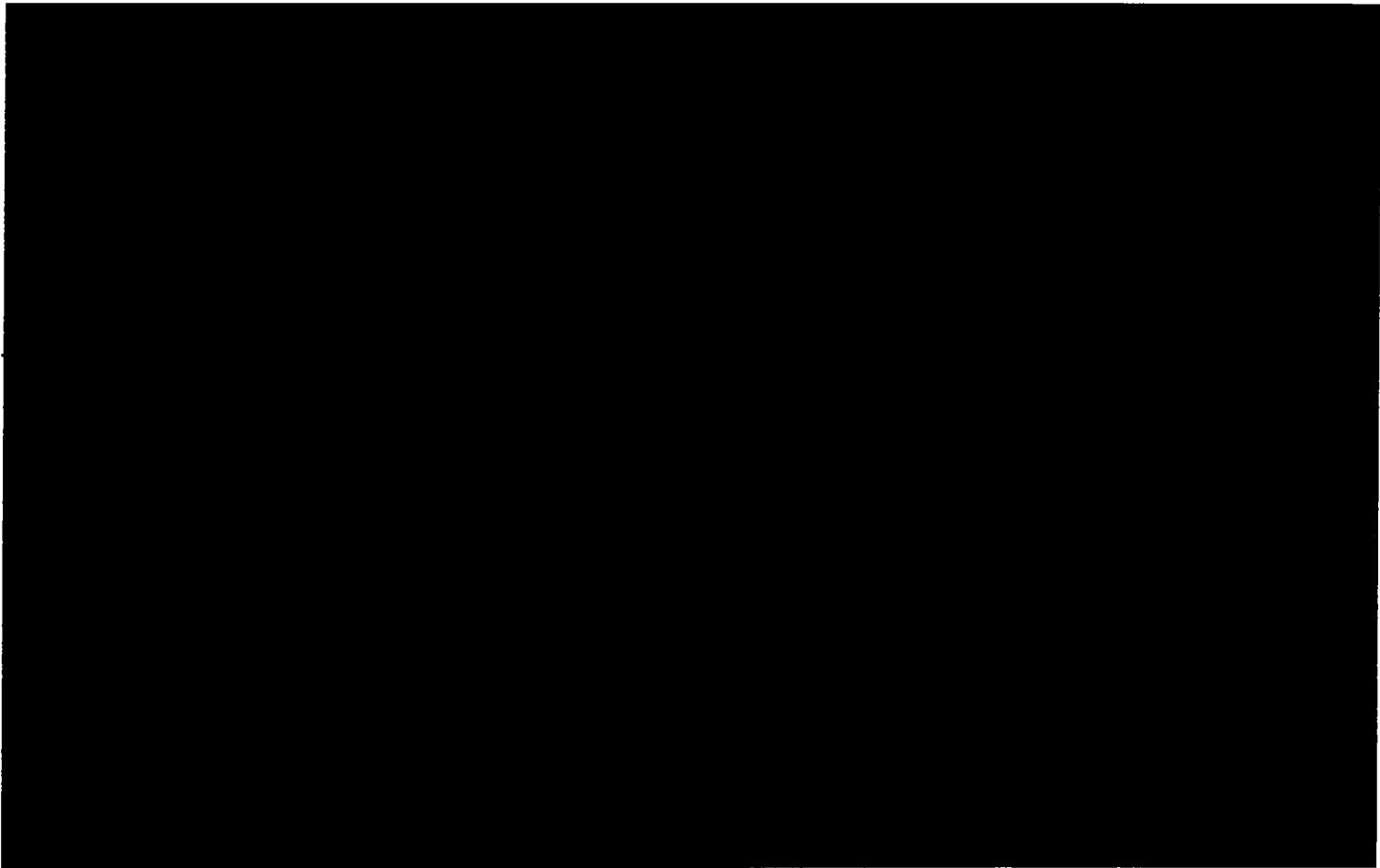
IN WITNESS WHEREOF this Agreement has been executed by the Parties.

0936270 B.C. LTD.

Per: *M. M. M.*  
Authorized Signatory

BLACKWATER INNOVATIONS CORP.

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



*[signature page to Asset Purchase Agreement]*

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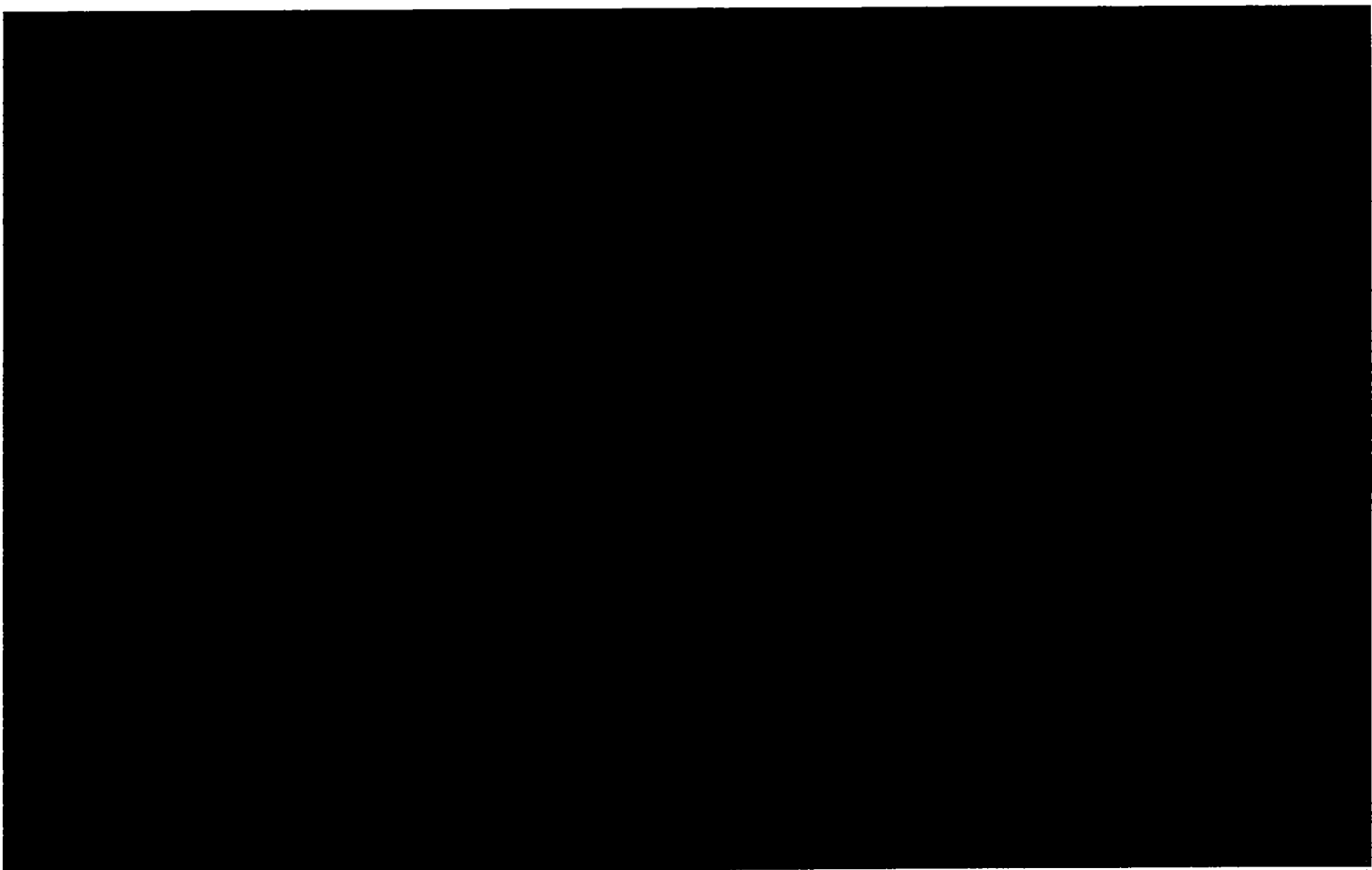
IN WITNESS WHEREOF this Agreement has been executed by the Parties.

**0936270 B.C. LTD.**

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

**BLACKWATER INNOVATIONS CORP.**

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









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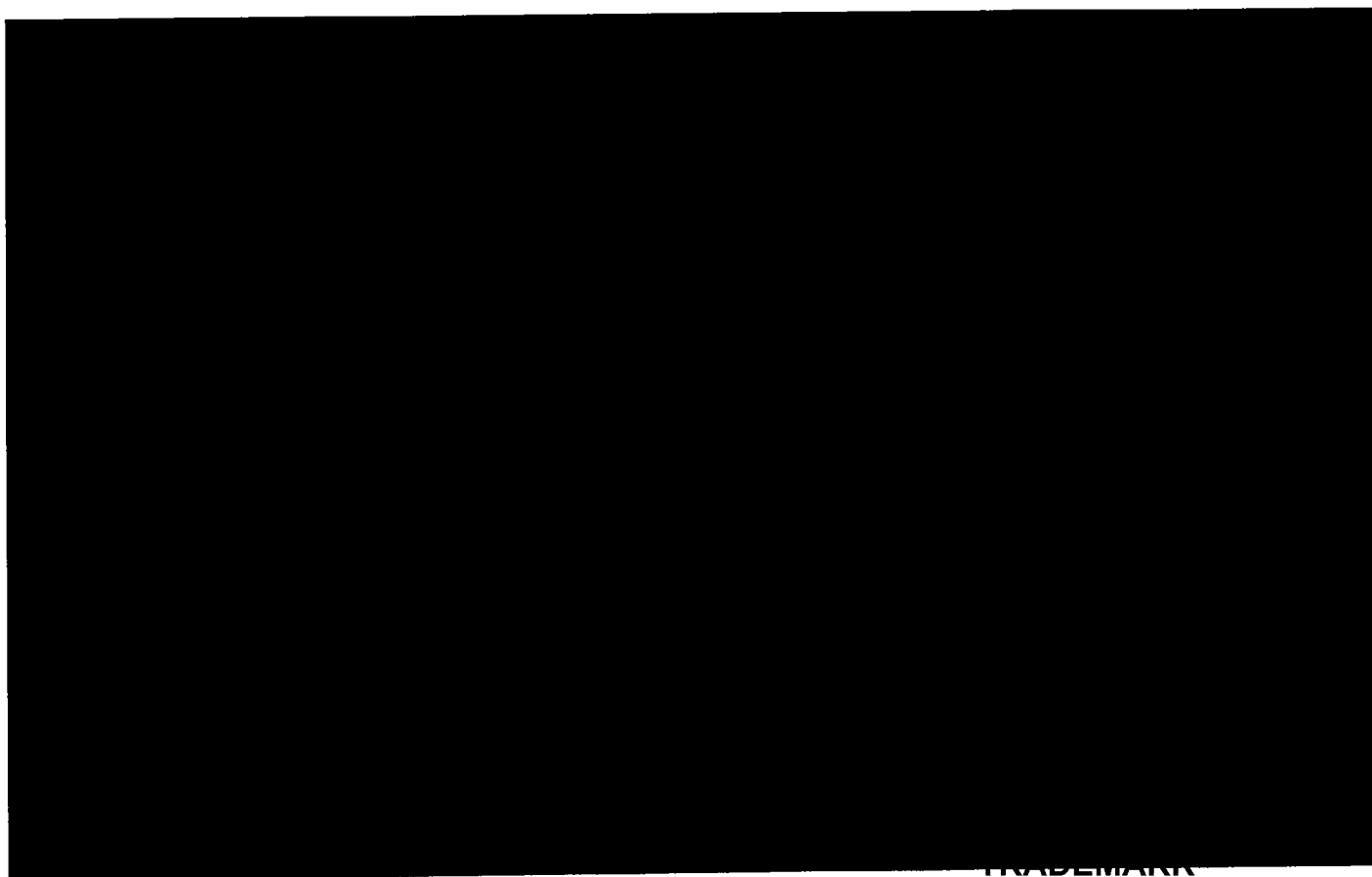
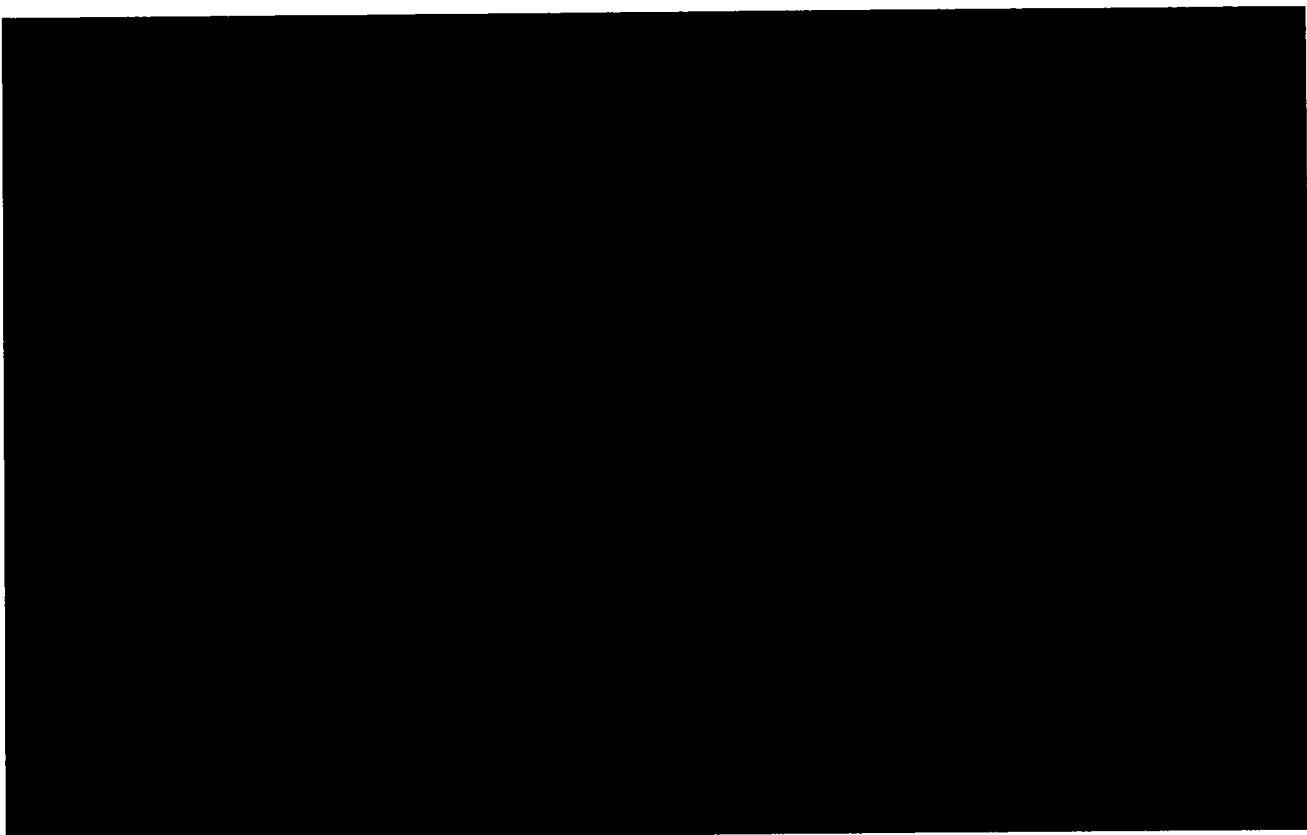
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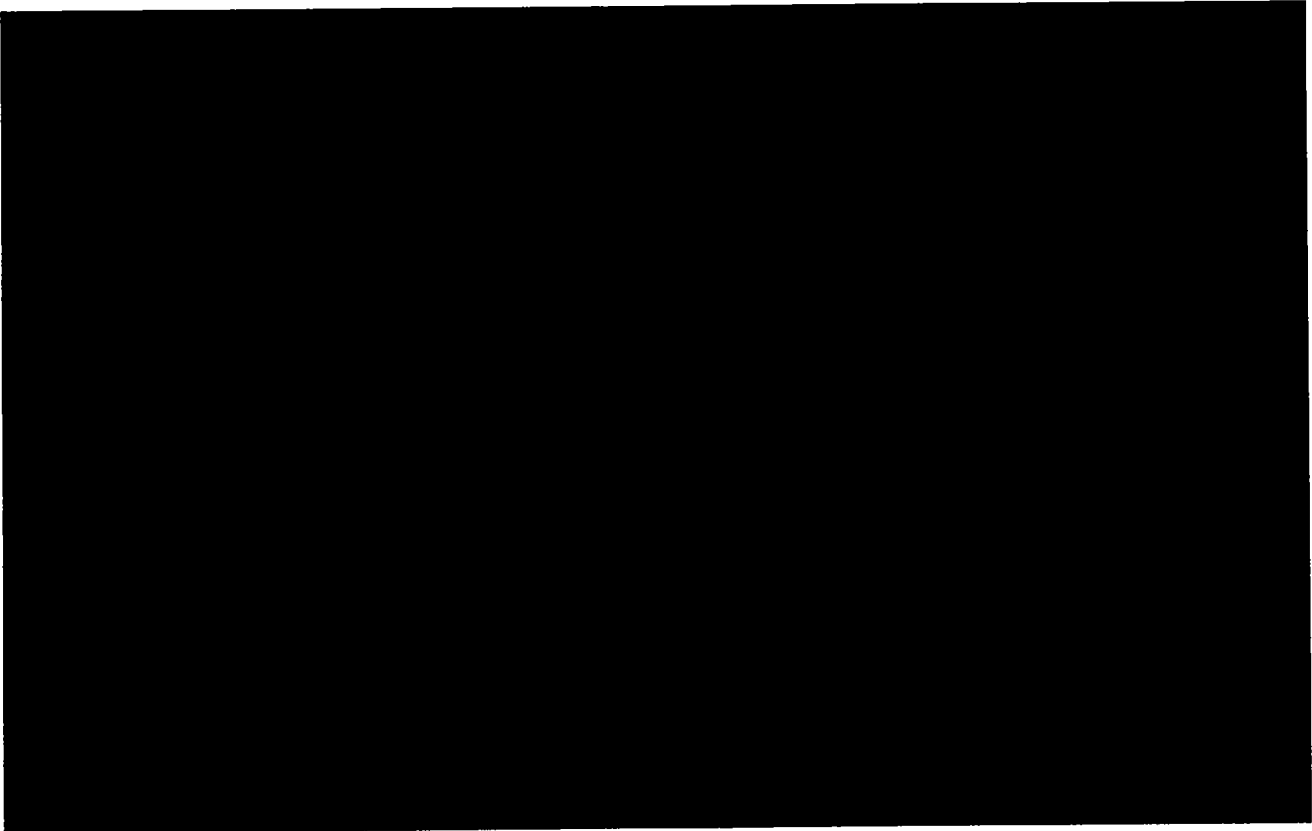
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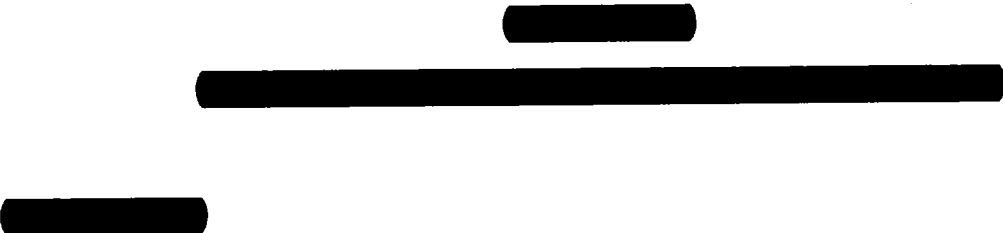
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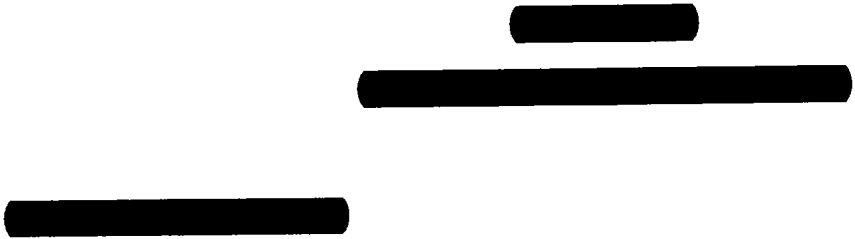


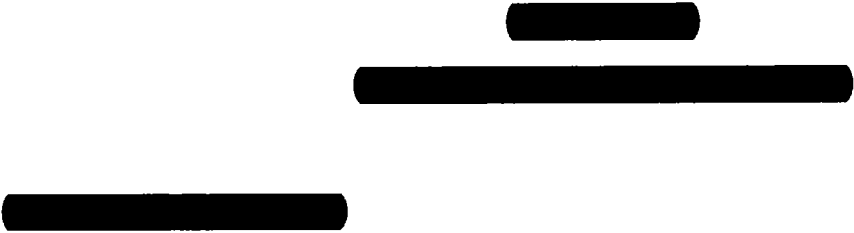
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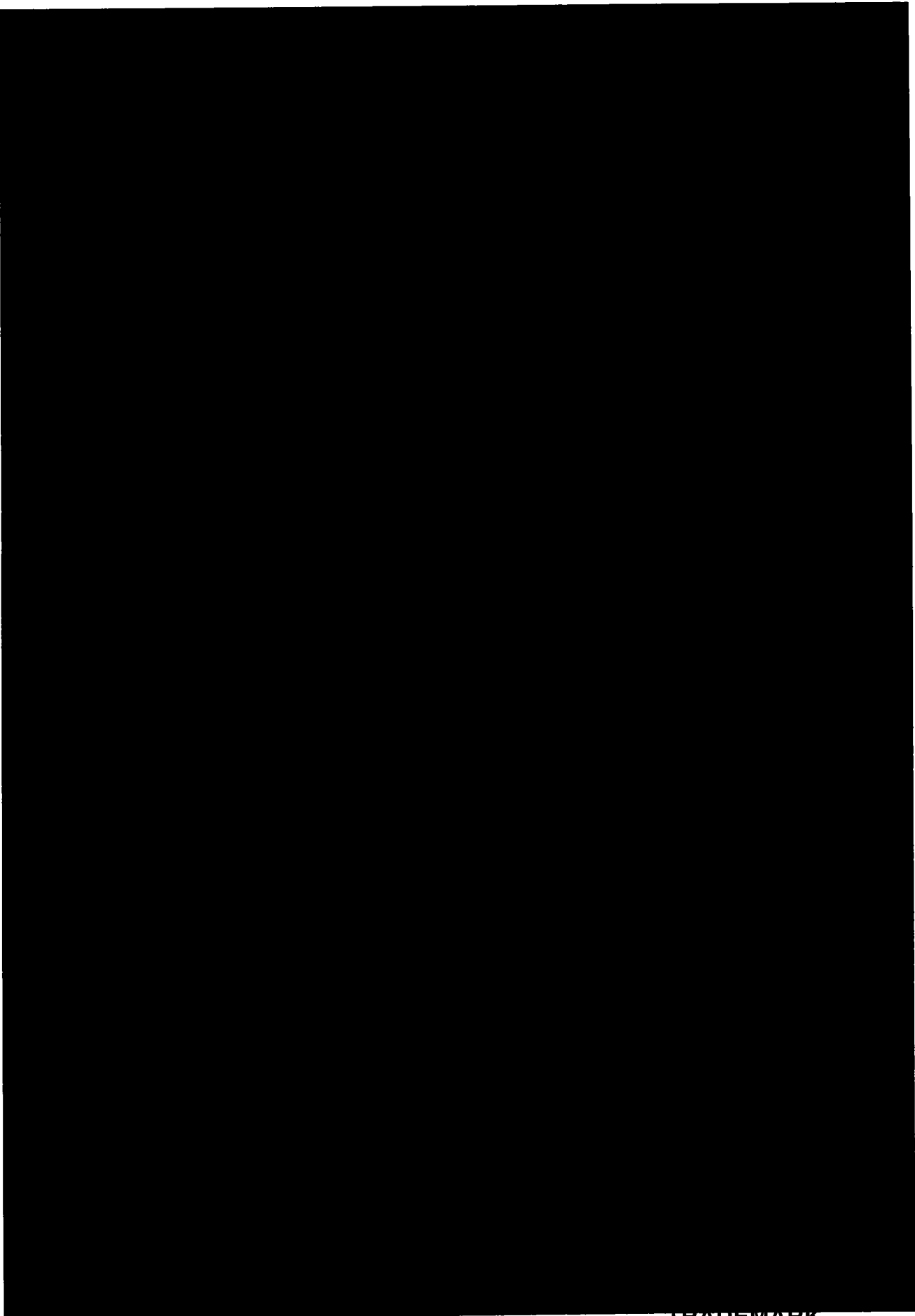
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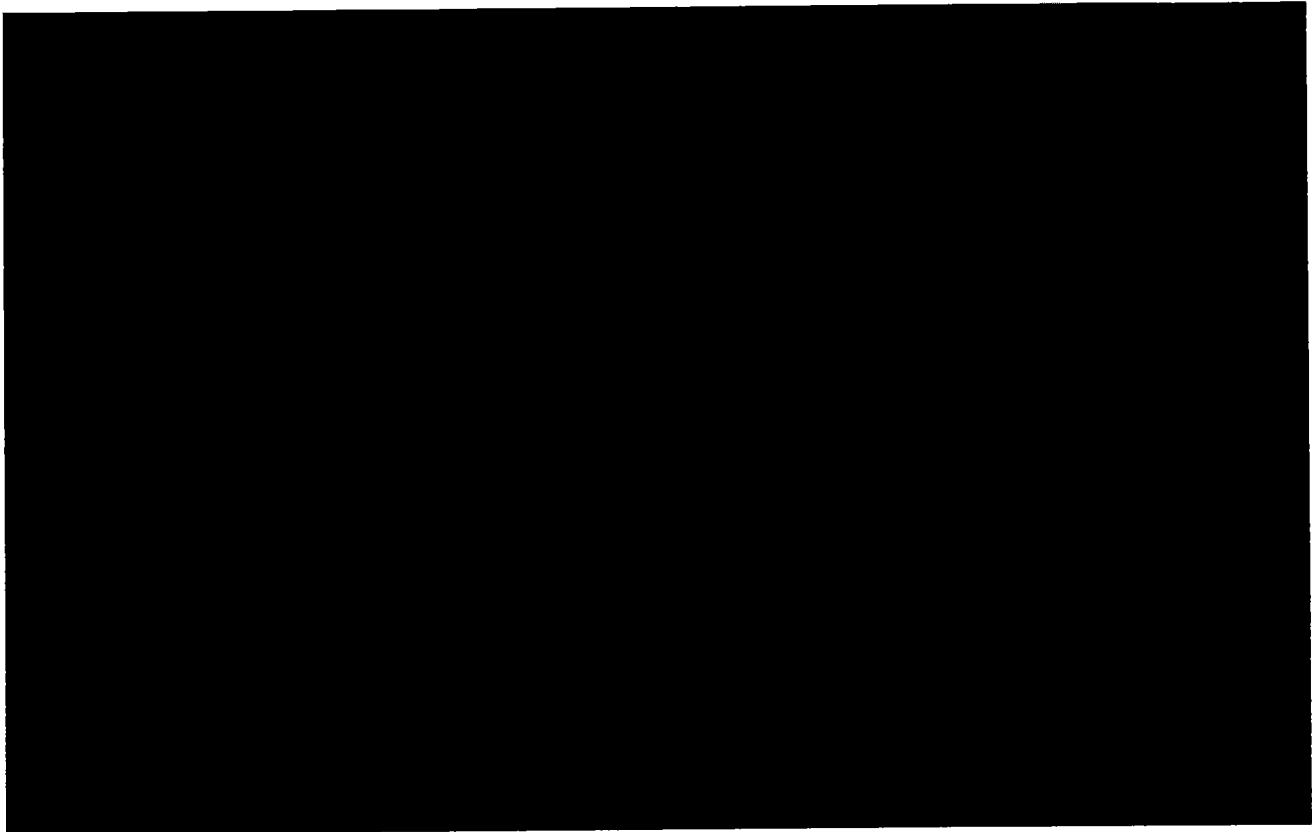
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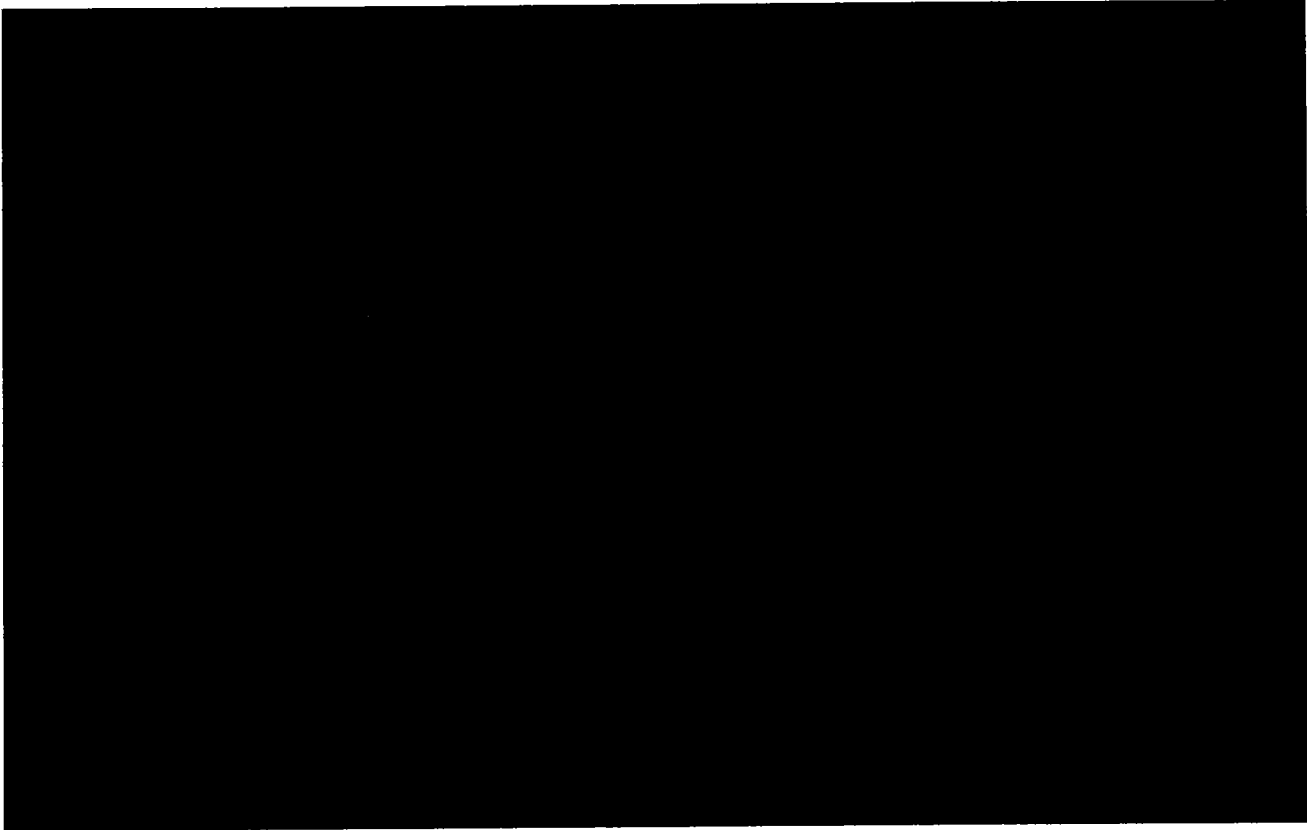
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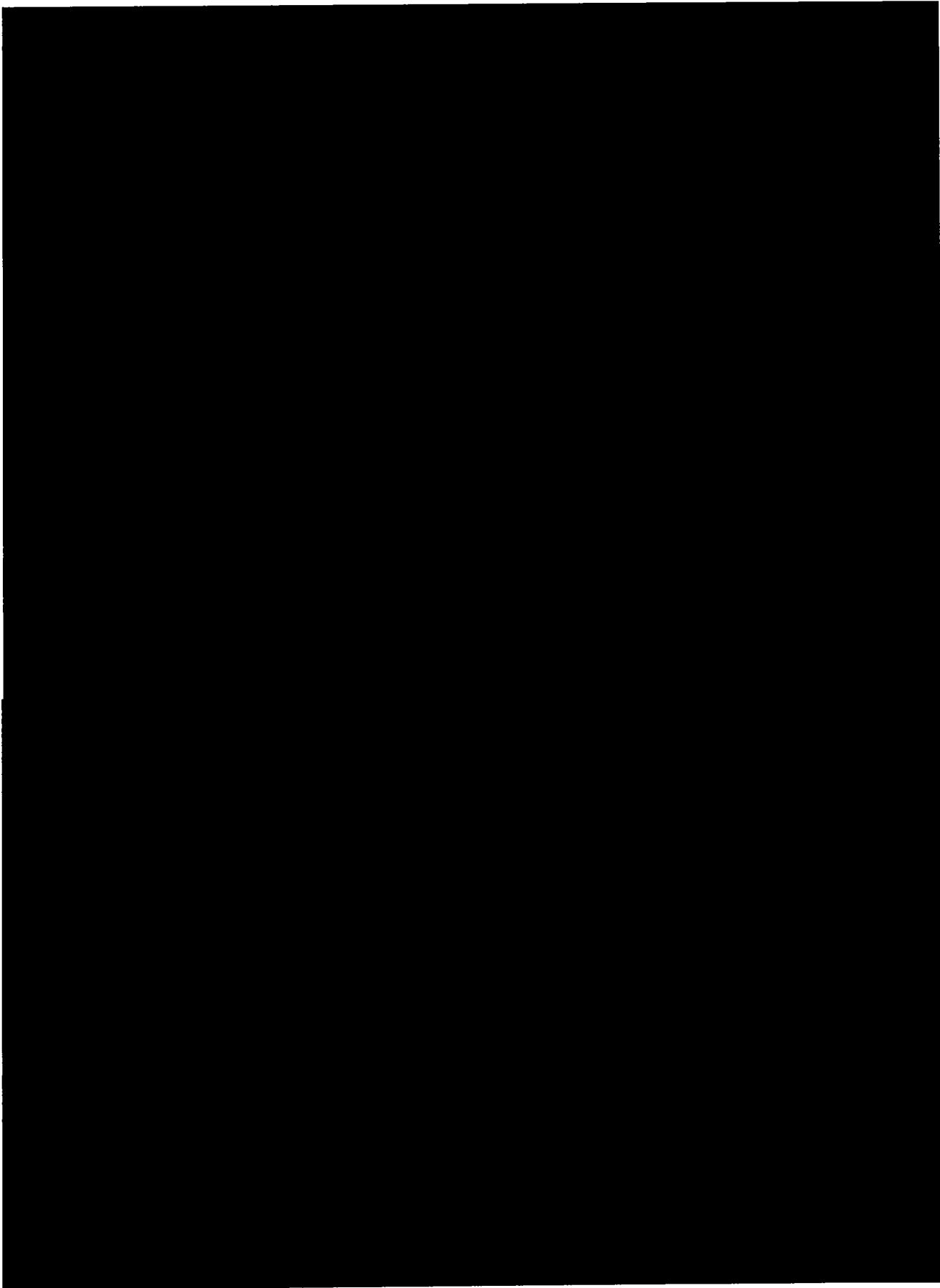




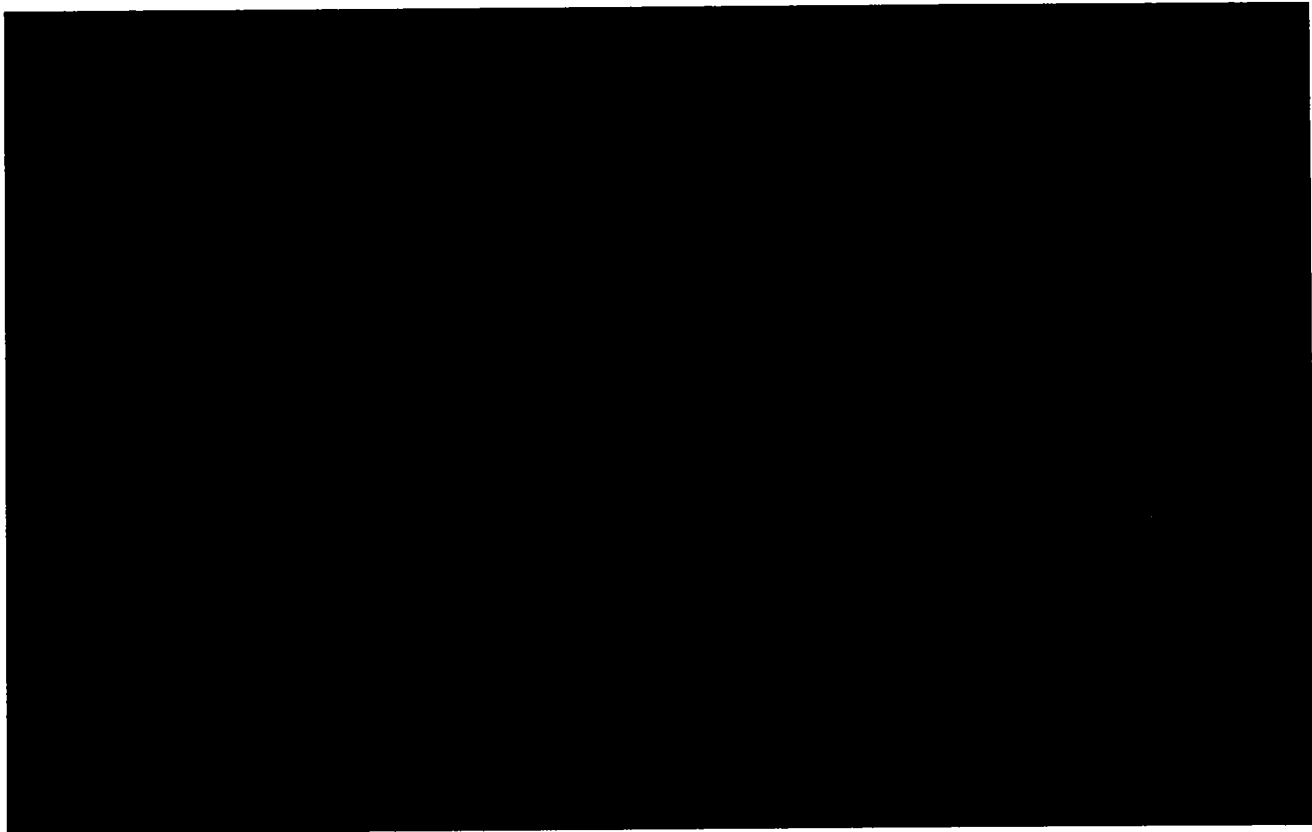




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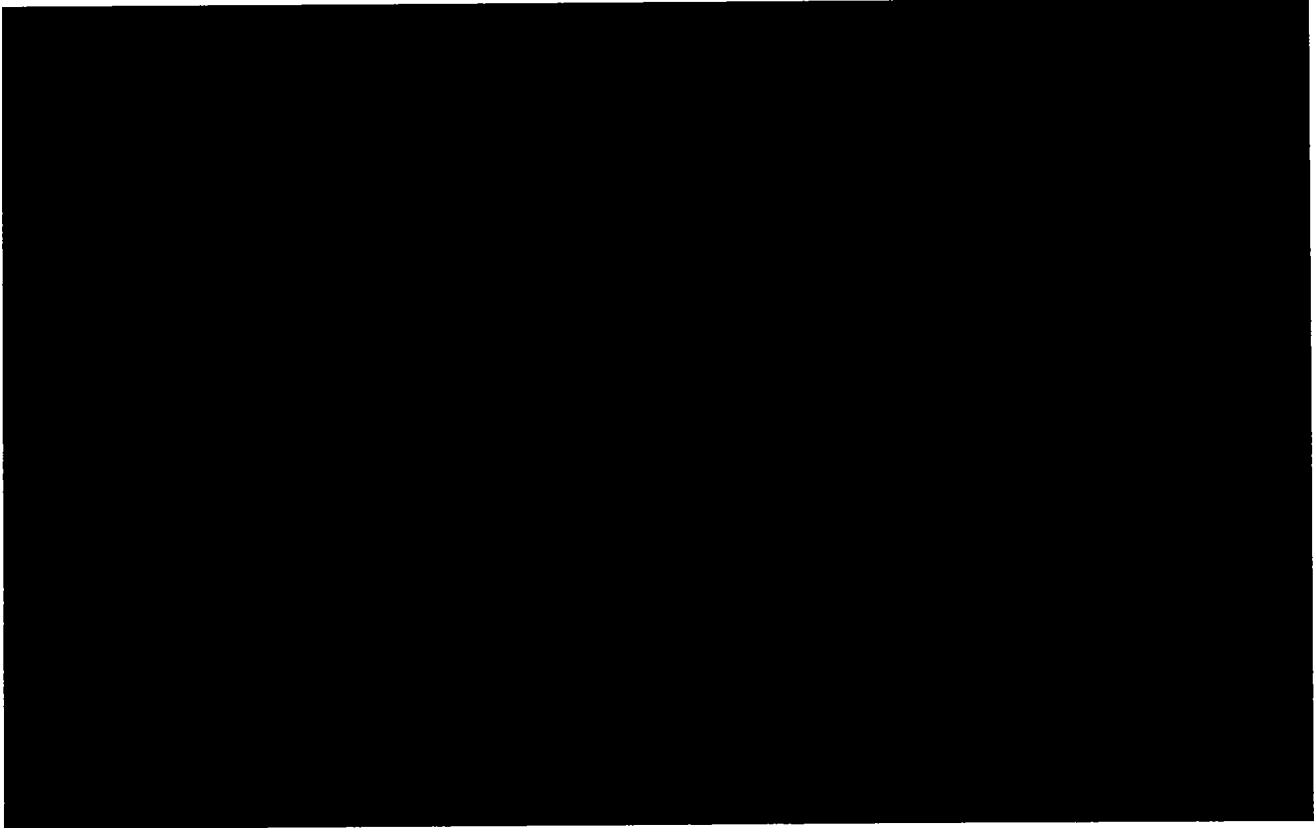
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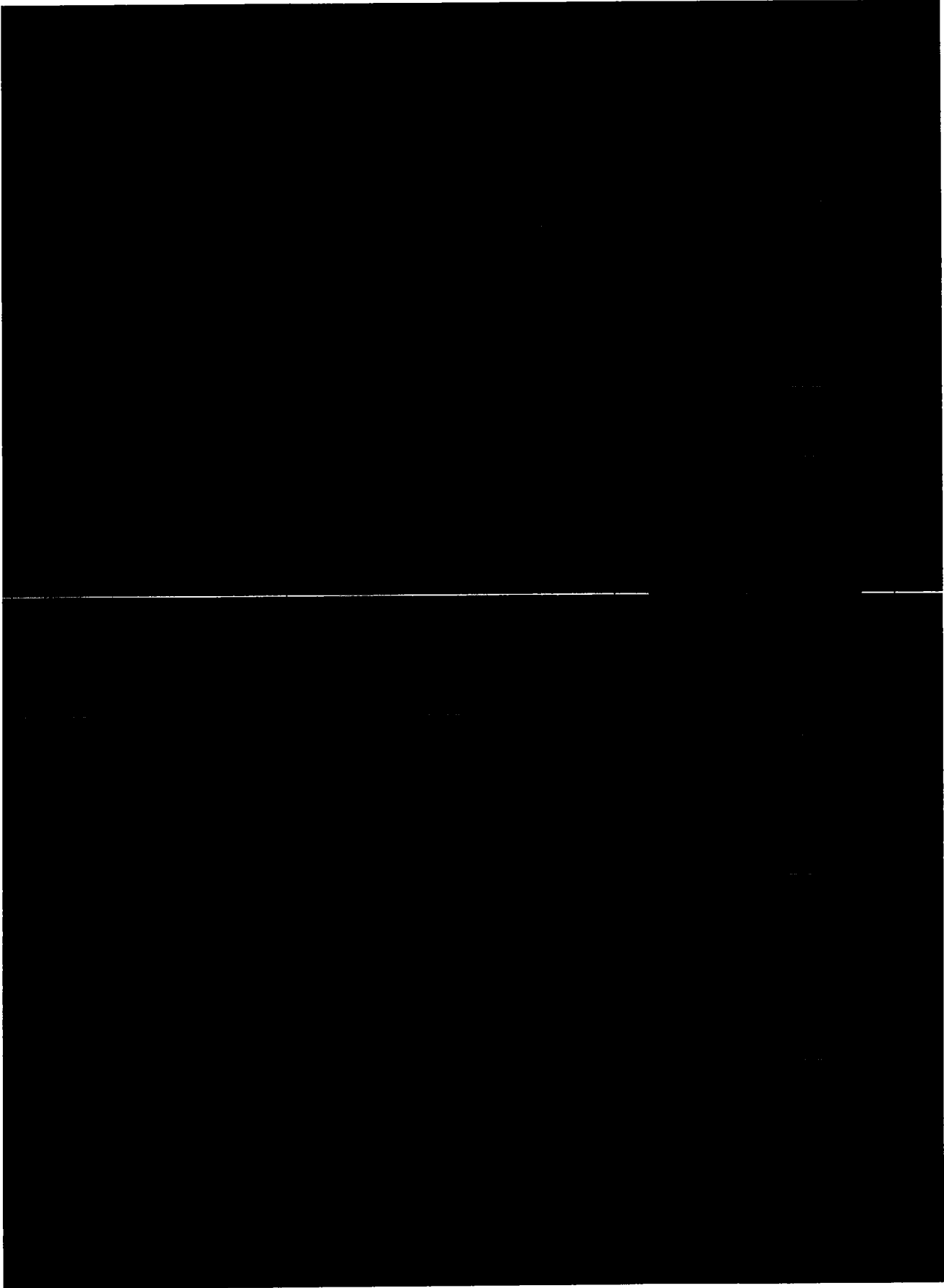
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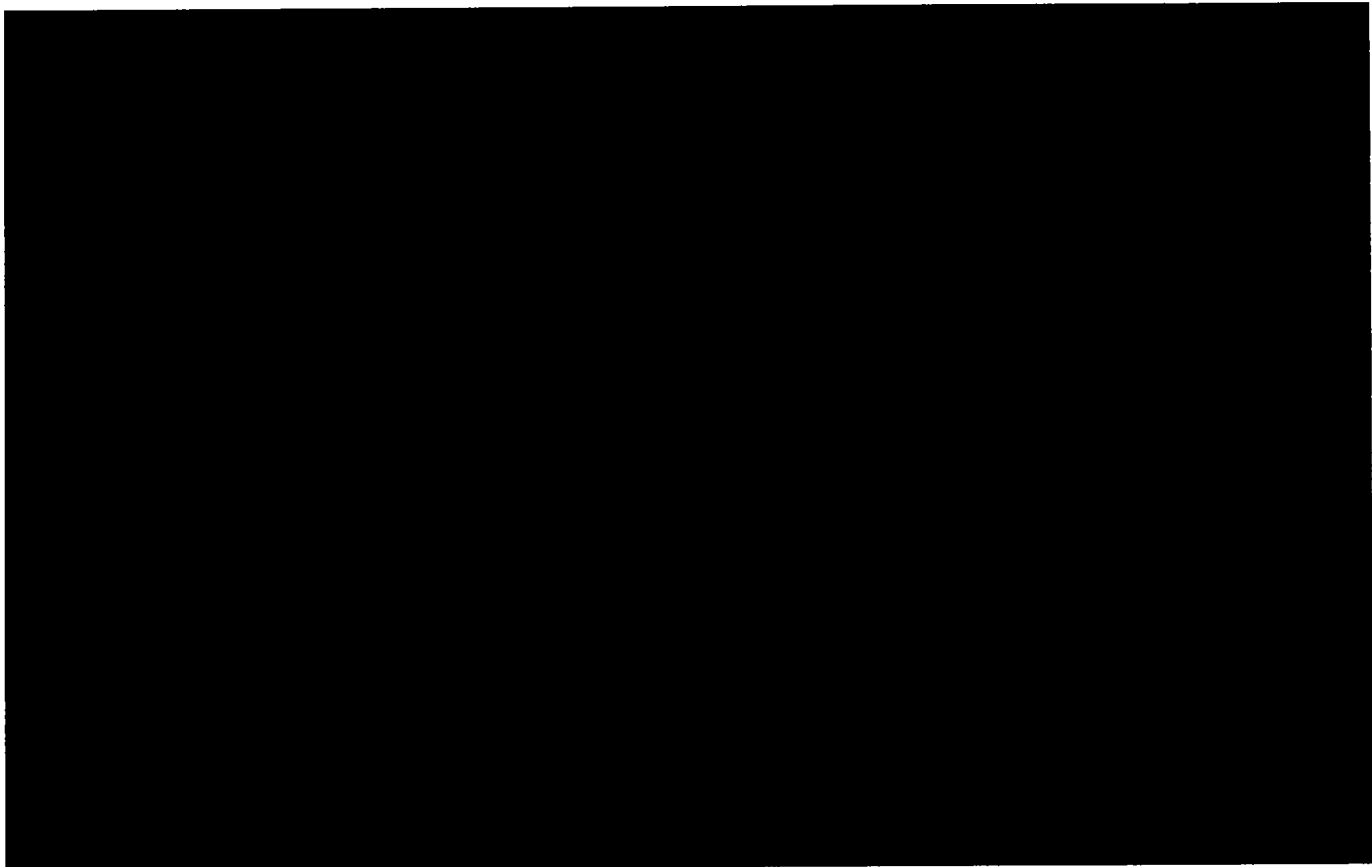








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**SCHEDULE Y**  
**INTELLECTUAL PROPERTY**

Trademarks

The following trademarks are registered in the name of the Vendor:

Mark	Registration Number	Status	Jurisdiction
BLACKWATER	1494610	Pending (Allowed) Registration Fee due September 3, 2013	Canada
BLACKWATER DRINK	1462612	Pending (Allowed) Declaration of Use and Registration Fee due December 11, 2012	Canada
BLACKWATER EXTREME	1541905	Pending (Allowed) Declaration of Use and Registration Fee due August 31, 2014	Canada
BLACKWATER EXTREME	85/381541	Pending (suspended)	USA
BLACKWATER	77/910623 / 3986573	Registered June 28, 2011 S. 8 Declaration due: June 28, 2017; renewal due: June 28, 2021	USA
BLACKWATER	5451969	Registered November 18, 2011; renewal due November 18, 2021	Japan
BLACKWATER	157259	Pending	UAE
THE ORIGINAL BLACKWATER	1520988	Pending (Advertised)	Canada

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● [REDACTED]

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● [REDACTED]

● [REDACTED]

● [REDACTED]

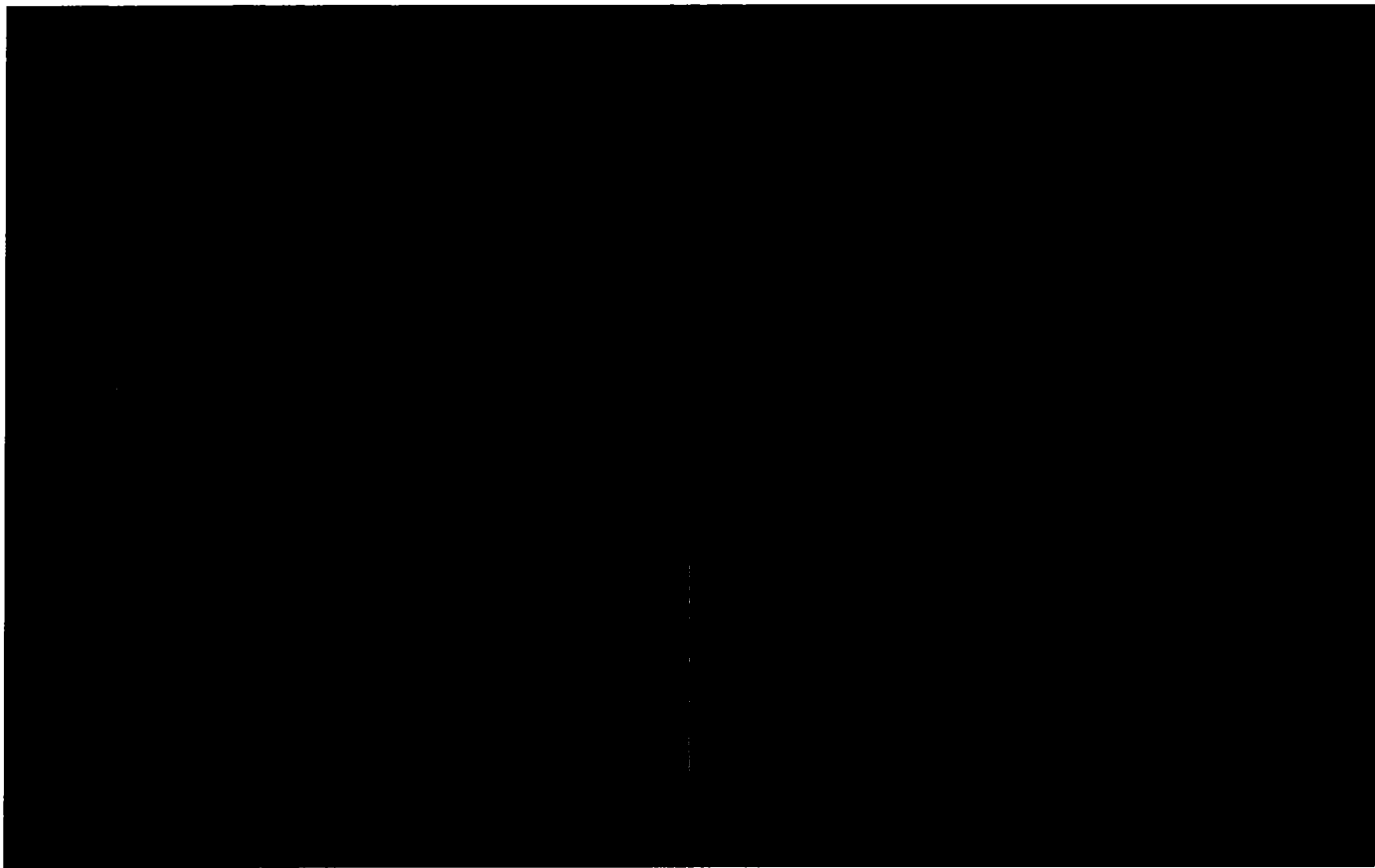
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**TRADEMARK**  
**REEL: 005575 FRAME: 0678**

[REDACTED]

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