

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM375315

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Novas Capital Corp.		09/16/2015	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bunzl Canada Inc.		
Street Address:	One CityPlace Drive, Suite 200		
City:	Creve Coeur		
State/Country:	MISSOURI		
Postal Code:	63141		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3539445	PLANET CLEAN	
Registration Number:	4123818	PLANETCLEANDIRECT	
Registration Number:	3738691	YOUR SOURCE FOR CLEAN	
CORRESPONDENCE DATA			
Fax Number:	3144801505		
<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:	314-480-1500		
Email:	Nicole.Anderson@huschblackwell.com		
Correspondent Name:	Arkadia DeLay Olson		
Address Line 1:	Husch Blackwell LLP		
Address Line 2:	190 Carondelet Plaza, Suite 600		
Address Line 4:	St, Louis, MISSOURI 63105		
ATTORNEY DOCKET NUMBER:	706584.899		
NAME OF SUBMITTER:	Arkadia DeLay Olson		
SIGNATURE:	/Arkadia DeLay Olson/		
DATE SIGNED:	03/02/2016		
Total Attachments: 5			
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TRADE-MARK ASSIGNMENT

WORLDWIDE

THIS TRADE-MARK ASSIGNMENT (this "Assignment") is made and entered into as of September 16, 2015 (the "Effective Date") by and between **NOVAS CAPITAL CORP.**, a British Columbia corporation ("Assignor") and **BUNZL CANADA INC.**, an Ontario corporation ("Assignee"). Assignor and Assignee are sometimes referred to herein together as the "Parties".

RECITALS:

A. Assignor is the registered owner of those trade-marks identified on the attached Schedule "A" (the "Trade-marks") and is the shareholder of Planet Clean Canada Inc. (the "Seller");

B. Reference is made to that certain Asset Purchase Agreement dated as of even date herewith between, *inter alia*, Planet Clean Canada Inc. (the "Seller"), Assignee and Assignor pursuant to which the Seller sold to Assignee, and Assignee purchased from the Seller, all of the Seller's right, title and interest in and to the Acquired Assets, which include the Trade-marks (the "Purchase Agreement"). Capitalized terms used but not defined herein will have the meanings given to them in the Purchase Agreement.

C. In the Purchase Agreement, Assignor and Assignee have agreed to execute and deliver this Assignment to permit Assignee to be recorded as the owner of the Trade-marks and pursuant to which Assignor assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade-marks.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, the covenants and the agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Assignment of Trade-marks. Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trade-marks, including, without limitation, all common law rights connected with the Trade-marks, all applications filed to register the Trade-marks, all Trade-mark registrations including all registrations issued from the applications, the goodwill in the Trade-marks, and all business carried on in association with and symbolized by the Trade-marks, including without limitation any and all causes of action for past infringement, the same to be held by Assignee as fully and effectively as they would have been held by Assignor had this sale, assignment and transfer not been made.

2. Further Assurances. Assignee and Assignor will each (and will each cause any Person under its control to) execute, perform and deliver such additional documents, instruments, deeds, conveyances and assurances as may be reasonably requested by the other from time to time in order to carry out the provisions contained in, and to give effect to the transactions contemplated by, this Assignment.

3. Entire Agreement; Precedence. This Assignment is executed and delivered pursuant to the Purchase Agreement and is subject to the covenants, representations, warranties and indemnities contained therein. This Assignment, together with the Purchase Agreement, is the final and exclusive expression of the agreement of Assignor and Assignee as to the subject matter hereof. Nothing in this Assignment will be deemed to enlarge, alter or amend the terms or conditions of the Purchase

Agreement. In the event of a conflict between this Assignment and the Purchase Agreement, however, the Purchase Agreement will take precedence and control the resolution of the conflict.

4. Amendments. This Assignment may only be amended by and pursuant to a written agreement of amendment that specifically references this Assignment and is signed by both Parties.

5. Successors and Assigns. This Assignment will be binding upon and will inure to the benefit of the Parties and their respective successors and permitted assigns.

6. Governing Law. This Assignment will be governed by and construed and interpreted according to the internal laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the Province of British Columbia or, as applicable, the federal laws of Canada.

7. Counterparts: Reproductions. This Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same instrument. Once signed, any reproduction of this Assignment made by reliable means (e.g., photocopy, facsimile or PDF) will be considered an original.

This Assignment is effective as of the Effective Date.

[SIGNATURE PAGE NEXT]

IN WITNESS WHEREOF, the Parties have executed this Trade-mark Assignment as of the Effective Date.

ASSIGNOR:

NOVAS CAPITAL CORP.

By: 

Name: Kenneth B. Hallat

Title: Chairman

ASSIGNEE:

BUNZL CANADA INC.

By: _____

Name: Daniel J. Lett

Title: Secretary

IN WITNESS WHEREOF, the Parties have executed this Trade-mark Assignment as of the Effective Date.

ASSIGNOR:

NOVAS CAPITAL CORP.

By: _____

Name: Kenneth B. Hallat

Title: Chairman

ASSIGNEE:

BUNZL CANADA INC

By:  _____

Name: Daniel J. Left

Title: Secretary

Schedule "A"
Trade-marks

1. Registered Trademarks in Canada (owned by Novas Capital Corp.):
 - a. "PLANET CLEAN" - Registered with Canadian Intellectual Property Office on May 27, 2008, having Registration Number TMA715,282 and File Number 1356768.
 - b. "PLANETCLEANDIRECT" - Registered with Canadian Intellectual Property Office on November 29, 2011, having Registration Number TMA812,974 and File Number 1478643.
 - c. "YOUR SOURCE FOR CLEAN" - Registered with Canadian Intellectual Property Office on September 11, 2009, having Registration Number TMA747,467 and File Number 1393963.
 - d. "CLEAN PLANET" – Registered with Canadian Intellectual Property Office on July 20, 2012, having Registration Number TMA828426 and File Number 1406508.
 - e. "CLEAN PLANET" Registered with Canadian Intellectual Property Office on January 11, 2010, having Registration Number TMA756805 and File Number 1406622.

2. Registered Trademarks in the U.S. (owned by Novas Capital Corp.):
 - a. "PLANET CLEAN" - Registered with U.S. Trademark Office on December 2, 2008, having Registration Number 3539445 and File Number 77252808.
 - b. "PLANETCLEANDIRECT" - Registered with U.S. Trademark Office on April 10, 2012, having Registration Number 4123818 and File Number 85027586.
 - c. "YOUR SOURCE FOR CLEAN" - Registered with U.S. Trademark Office on January 19, 2010, having Registration Number 3738691 and File Number 77502263.

3. Unregistered Trademarks:
 - a. "BUFFALO BAGS"
 - b. "BIOSAFE BAGS"