

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383229

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
<b>RESUBMIT DOCUMENT ID:</b>	900362132

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marlene Cook		08/28/2015	INDIVIDUAL: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	9266925 CANADA INC.
<b>Street Address:</b>	31 Margaret Ave
<b>City:</b>	Kitchener
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2H 4H1
<b>Entity Type:</b>	Corporation: CANADA

## PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
<b>Registration Number:</b>	3837472	WOOFSTOCK
<b>Registration Number:</b>	2962044	WOOFSTOCK A FESTIVAL FOR DOGS

## CORRESPONDENCE DATA

## Fax Number:

*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.*

**Phone:** 519-562-4369  
**Email:** michael@woofstock.ca  
**Correspondent Name:** Michael DiSchiavo  
**Address Line 1:** 12 Yonge Street, Suite 2211  
**Address Line 4:** Toronto, CANADA M5E 1Z9


<b>NAME OF SUBMITTER:</b>	Michael DiSchiavo
<b>SIGNATURE:</b>	/Michael DiSchiavo/
<b>DATE SIGNED:</b>	05/05/2016

## Total Attachments: 14

source=Asset Purchase Agreement#page1.tif  
source=Asset Purchase Agreement#page2.tif  
source=Asset Purchase Agreement#page3.tif  
source=Asset Purchase Agreement#page4.tif

source=Asset Purchase Agreement#page5.tif  
source=Asset Purchase Agreement#page6.tif  
source=Asset Purchase Agreement#page7.tif  
source=Asset Purchase Agreement#page8.tif  
source=Asset Purchase Agreement#page9.tif  
source=Asset Purchase Agreement#page10.tif  
source=Asset Purchase Agreement#page11.tif  
source=Asset Purchase Agreement#page12.tif  
source=Asset Purchase Agreement#page13.tif  
source=Asset Purchase Agreement#page14.tif

## ASSET PURCHASE AGREEMENT

 THIS ASSET PURCHASE AGREEMENT ("Agreement") dated August 2015 is made between 9266925 CANADA INC., a corporation incorporated pursuant to the laws of Canada, (the "Buyer"), and Marlene Cook, an individual (the "Seller").

### WITNESSETH:

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged by each Party hereto, the Parties agree as follows:

- 1) Sale and Purchase of Assets. On and subject to the terms and conditions of this Agreement, the Seller hereby sells and the Buyer hereby purchases the Purchased Assets (Schedule "B") on an *as is, where is* basis. The terms of this Agreement are to remain strictly confidential between the Parties. The Buyer shall keep confidential all confidential information (unless readily available from public or published information or sources or required to be disclosed by law) obtained from the Seller. If this Agreement is terminated without completion of the transactions contemplated in this Agreement then promptly after such termination all documents, work papers and other written material obtained from the Seller in connection with this Agreement shall immediately be returned by the Buyer to the Seller.
- 2) Execution of Supporting Documentation. Within thirty (30) business days of executing this Agreement, the Parties shall execute any other documentation reasonably necessary to give effect to the purchase and sale of the Purchased Assets. However any documentation required to transfer the Mark shall be executed within a reasonable time period following the Closing Date.
- 3) Purchase Price.
  - a. The purchase price for the Purchased Assets (the "Purchase Price") is

- b. In addition to the amounts due to the Seller mentioned herein, on the Closing Date the Buyer shall reimburse the Seller for all costs and fees that have accrued as of April 2<sup>nd</sup>, 2015 from telephone service accounts, Domain Names, email accounts, and web-site hosting services, which are listed among the Purchased Assets (the "April Expenses"). The Seller shall provide the Buyer with statements and proof of payment for the April Expenses, which shall be continuously attached to Exhibit A of this Agreement as of the Closing Date upon being delivered to the Buyer, and the Buyer shall reimburse the Seller for the April Expenses within one day from the date that such statements and proof of payment are delivered to the Buyer. The April Expenses include all services provided by Quadrent NewMedia Corp. such as services performed by this company to transfer any website or website content from the Seller to the Buyer.
- c. **FAILURE TO MAKE PAYMENT.** In the event that the Buyer fails to make any of the payments mentioned herein, when such payments become due, and if the Buyers fail to cure such failure with seven days from the date that such default in payment occurs, interest shall accrue on such amounts owed to the Seller at a rate of 21% compounded monthly.
- d. **GUARANTEE.** Teanna Lindsay and Michael Di Schiavo ("the Guarantors") jointly and severally personally guarantee all payments owed by the Buyer (the "Debtor") to the Seller (the "Creditor") in relation to this Agreement.
- i. The Guarantors hereby irrevocably and unconditionally guarantee payment and performance to the Creditor, forthwith on demand by the Creditor of all present and future indebtedness, liabilities and obligations, direct or indirect, absolute or contingent, now or at any time and from time to time hereafter due or owing to the Creditor by the Debtor, whether incurred by the Debtor alone or jointly with any other person or persons, matured or unmatured, in any currency, and whether as principal debtor, guarantor, surety, or otherwise to the Creditor or otherwise in relation to this Agreement (collectively, the "Obligations"). Without limiting the generality of the foregoing, "Obligations" shall include all principal, interest, fees, expenses and other amounts now or

hereafter owing by the Debtor to the Creditor and the Debtor's indemnity obligations. This guarantee shall be a continuing guarantee that survives this Agreement.

- 4) Payment of the Purchase Price.
  - a. Method of Payments. The Buyer shall on or prior to the date that the payments mentioned in this Agreement become due to the Seller, immediately pay such amounts to the Seller by certified cheque, bank draft or wire transfer.
- 5) Post-Closing Deliveries.
  - a. Following the closing date, emails that are received at marlene@woofstock.ca for the commercial purposes of Woofstock shall be sent by the Seller to the Buyer within a reasonable time period following such receipt.
  - b. All moneys due to the Seller from commercial activities related to Woofstock or the Festival that were performed prior to the Closing Date remain due to the Seller, and the Buyer covenants that such amounts shall be immediately transferred by the Buyer to the Seller if they are received by the Buyer.
  - c. Within twenty (20) business days following the Closing Date:
    - i. Evidence, in form satisfactory to the Seller's solicitors that all necessary corporate action has been duly taken by the Buyer for the purpose of approving the purchase of the Purchased Assets in accordance with the terms hereof shall be delivered by the Buyer to the Seller;
    - ii. Any ancillary documentation that is required to complete the transactions herein.
- 6) Closing Deliveries. The following Purchased Assets will be delivered on the Closing Date, subject to any third party delays or unforeseen circumstances.
  - a. Bell Canada Canada, Account: Phone Number, 416-234-9663 (416 234-WOOF),
  - b. Quadrent NewMedia Corp. Account: Quadrent NewMedia Corp. web-host shall be contacted on closing to confirm transfer of ownership and authorization change;
  - c. Passwords for social media accounts and dropbox for Woofstock.
- 7) Promotion of Mobile Device Application. The Seller intends to develop software, such as a mobile device application, related to, but not limited to, pet products and services (the "Application"). The Buyer agrees to promote the use and distribution of the Application upon the request of the Seller, and according to reasonable terms and conditions that are provided by the Seller.

- 8) Access to Customer, Supplier and Sponsors: The Seller may have continued access to all customers, suppliers and sponsors (the "Lists") that the Seller has developed commercial relationships with prior to the Closing Date, for commercial purposes other than the Festival, and the Buyer shall not interfere with such access and shall provide the Seller with all information requested by the Seller in relation to such Lists.
- 9) Promotional Materials: The Seller owns or is licensed to use Promotional materials related to the Mark, and the Buyer may have access to the Promotional Materials strictly for non-commercial marketing and promotion purposes upon first receiving the Seller's written consent. The Promotional Materials may not be used for any monetary gain, and may not be uploaded to any database or media platform that could cause the ownership of the Promotional Materials or any variation of same to be owned by or licensed to any third party. Notwithstanding the forgoing, the Seller shall retain all copyright, trademark and ownership rights to the Promotional Materials, and such rights shall not transfer to the Buyer as a result of rights provided to the Buyer in this section 9.
- 10) Indemnity by Buyer: If the transactions contemplated by this Agreement are consummated, the Buyer agrees to indemnify and hold the Seller harmless against and in respect of any loss, damage, claim, cost or expense whatsoever, including any and all incremental out-of-pocket costs, including, without limitation, all reasonable legal and accounting fees, which the Seller may incur, suffer or be required to pay, pursuant to any claim, demand, action, suit, litigation, charge, complaint, prosecution or other proceeding of any nature or kind whatsoever (collectively a "Claim") that may be made or asserted against or affect the Seller, provided, however, that the subject matter of any such claim relates to or arises out of or in connection with the following matters:
- a. any misrepresentation or breach of any warranty, agreement, covenant or obligation of the Buyer contained in this Agreement or in any agreement, schedule, certificate or other document required to be entered into or delivered by the Buyer;
  - b. the Buyer's failure to fulfill the terms of any customer, supplier and sponsorship contracts, or any commercial or non-commercial contracts related to Woolstock, the Purchased Assets or the Festival;
  - c. The Purchased Assets;
  - d. Any use of the Purchased Assets;
  - e. failure by the Buyer to file the election pursuant to s. 167 of the Excise Tax Act in the manner and within the time limits prescribed under the Excise Tax Act.
- 11) Claims by Third Parties: "Third Party Claim" means any demand which has been made on, or communicated to the Seller or the Buyer by or on behalf of any person other than the Parties mentioned above in this

definition and which, if maintained or enforced, might result in a loss, liability.

- a. Promptly upon receipt by the Seller (the "Indemnitee") of notice of any Third Party Claim in respect of which the Indemnitee proposes to demand indemnification from the other party to this Agreement (the "Indemnitor"), the Indemnitee shall forthwith give notice to that effect to the Indemnitor.
- b. The Indemnitor shall have the right, exercisable by giving notice to the Indemnitee not later than 30 days after receipt of the notice to assume the control of the defence, compromise or settlement of the Third Party Claim, provided that:
  - i. the Indemnitor shall first deliver to the Indemnitee its written consent to be joined as a party to any action or proceeding relating thereto; and
  - ii. Indemnitor shall at the Indemnitee's request furnish it with reasonable security against any costs or other liabilities to which it may be or become exposed by reason of such defence, compromise or settlement.
- c. Upon the assumption of control by the Indemnitor as aforesaid, the Indemnitor shall, at its expense, diligently proceed with the defence, compromise or settlement of the Third Party Claim at the Indemnitor's sole expense, including employment of counsel reasonably satisfactory to the Indemnitee, and in connection with such proceedings, the Indemnitee shall co-operate fully, but at the expense of the Indemnitor, to make available to the Indemnitor all pertinent information and witnesses under the Indemnitee's control and to make such assignments and take such other steps as in the opinion of counsel for the Indemnitor are necessary to enable the Indemnitor to conduct such defence, provided always that the Indemnitee shall be entitled to reasonable security from the Indemnitor for any expense, costs or other liabilities to which it may be or may become exposed by reason of such co-operation.
- d. The final determination of any such Third Party Claim, including all related costs and expenses, will be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Third Party Claim against the Indemnitor.
- e. Should the Indemnitor fail to give notice to the Indemnitee the Indemnitee shall be entitled to make such settlement of the Third Party Claim as in its sole discretion may appear advisable, and such settlement or any other final determination of the Third Party Claim shall be binding upon the Indemnitor.

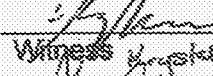
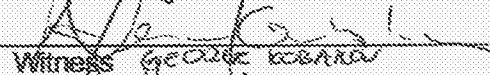

12) Time is of Essence. Time shall be of the essence of the Agreement.



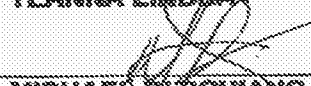
- 13) Entire Agreement. This Agreement contains the entire agreement between the Parties relating to the subject matter superseding all prior agreements, understandings, negotiations and discussions, whether oral or written, with respect thereto and may be changed only by an agreement in writing signed by the Parties. There are no conditions, representations, warranties, obligations or other agreements between the Parties in connection with the subject matter of this Agreement (whether oral or written, express or implied, statutory or otherwise) except or explicitly set out in this Agreement.
- 14) Successors and Assigns. This Agreement shall be binding upon and enure to the benefit of and be binding on the Parties and their successors and assigns, provided that no Party hereto may assign any rights hereunder without the prior written consent of the other Party.
- 15) Public Announcements. No press or other announcement concerning the details of the transaction contemplated by this Agreement shall be made by the Parties except by mutual agreement.
- 16) Confidentiality. The terms and conditions of this Agreement are confidential and shall not be disclosed by either Party, except for purposes of enforcing or carrying out the intent of this Agreement or as otherwise required by Applicable Laws.
- 17) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- 18) Severability. If any provision of this Agreement is invalid, held to be illegal, or is unenforceable, then notwithstanding any invalidity, illegality, or unenforceability of the provision, the remainder of this Agreement shall subsist and shall be in full force and effect.
- 19) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and both of which taken together shall be deemed to constitute one and the same instrument. To evidence its execution of an original counterpart of this Agreement, a Party may send a copy of its original signature on the execution page hereof to the other Party by facsimile transmission and such transmission shall constitute delivery of an executed copy of this Agreement to the receiving Party.

[Signature page immediately follows.]


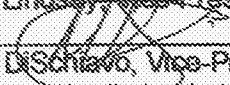


first written above ("Effective Date").

  
 Witness Crystal Spilinger  
  
 Witness George Kozick  
  
 Witness George Kozick

  
 MARLENE COOK  
  
 TEANNA LINDSAY  
  
 MICHAEL DI SCHIAVO

9266925 CANADA INC.

Per:   
 Teanna Lindsay, Vice-President  
 Per:   
 Michael DiSchiavo, Vice-President  
 We have authority to bind the  
 Corporation

### Schedule "A" Definitions

(a) **"Affiliate"** means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning.

(b) **"Applicable Law"** means: (i) any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law, rule, municipal by-law, Order or other requirement (including a requirement arising at common law) having the force of law, (ii) any policy, practice, protocol, standard or guideline of any Governmental Authority which, although not necessarily having the force of law, is regarded by such governmental authority as requiring compliance as if it had the force of law (collectively, the "Law") also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

(c) **"Business Day"** means any day except Saturday, Sunday or any day on which banks are generally not open for business in the City of Toronto.

(d) **"Claim"** means any claim, demand, action, cause of action, damage, loss, liability, cost (including legal fees) or expense.

(e) **"Closing Date"** means the Effective Date.

(f) **"Damages"** means any loss, cost, liability, claim, interest, fine, penalty, assessment, damage (including incidental, consequential, special, aggravated, exemplary or punitive damages) or expense including reasonable costs, fees and expenses of legal counsel on a full indemnity basis (without reduction for tariff rates or similar reductions) and reasonable costs, fees and expenses of investigation.

(g) **"Domain Names"** means the domain names listed in Schedule "B".

(h) **"Expenses"** means reasonable business development expenses, which includes travel expenses, food, entertainment, promotional, marketing and advertising expenses for the Festival or any commercial or non-commercial use of any Mark or any variation of any Mark.

(i) **"Governmental Authority"** means:

- i. any domestic or foreign government, whether national, federal, provincial, state, territorial, municipal or local (whether administrative, legislative, executive or otherwise);
- ii. any agency, authority, ministry, department, regulatory body, court, central bank, bureau, board or other instrumentality having legislative, judicial, taxing, regulatory, prosecutorial or administrative powers or functions of, or pertaining to, government.

iii. any court, commission, individual, arbitrator, arbitration panel or other body having adjudicative, regulatory, judicial, quasi-judicial, administrative or similar functions.

(j) "Festival" means any festival associated with the Mark that is composed of outdoor dog festivals, sponsors, dog events and dog competitions, and the promotion of dog products.

(k) "Legal Proceeding" means any litigation, action, application, suit, investigation, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory or criminal, arbitration proceeding or other similar proceeding, before or by any court or other tribunal and includes any appeal or review thereof and any application for leave for appeal or review.

(l) "Liabilities" means all costs, expenses, charges, debts, liabilities, claims, demands and obligations, whether primary or secondary, direct or indirect, fixed, contingent, absolute or otherwise, in respect of the Purchased Assets, Applicable Law and Taxes.

(m) "Mark" means the,

i. Canadian trademark "Woofstock", registration number TMA631995, and

ii. United States trademark "Woofstock", registration number 3837472, and

iii. United States trademark "Woofstock A Festival For Dogs", registration number 2962044;

as well as any reissue, continuation, continuation-in-part, division, extension or re-examination thereof, and any other trade dress or trademarks in any way related to "Woofstock", that are held or registered by the Seller anywhere in the world, together with the goodwill associated therewith, and registrations and applications therefor and renewals and extensions thereof and translations, adaptations, derivations and combinations of the foregoing.

(n) "Order" means any order, directive, judgment, decree, injunction, decision, ruling, award or writ of any Governmental Authority.

(o) "Party" means a Party to this Agreement and any reference to Party includes its successors and permitted assigns and "Parties" means every Party.

(p) "Promotional Materials" means press footage, videos, and photos that are used or owned by the Seller in relation to Woofstock.

(q) "Purchased Assets" means the assets listed at Schedule "B";

(r) "Taxes" means all taxes including all income, sales, use, goods and services, harmonized sales, value added, capital, capital gains, alternative, net worth, transfer, customs, profits, withholding, payroll, employer health, excise,

franchise, real property and personal property taxes, and any other taxes, customs duties, fees, levies, imposts and other assessments or similar charges in the nature of a tax including Canada Pension Plan and provincial pension plan contributions, employment insurance and unemployment insurance payments and workers' compensation premiums, together with any instalments with respect thereto, and any interest, fines and penalties, in all cases imposed by any Governmental Authority in respect thereof and whether disputed or not.

Schedule B

1. Mark
2. Domain Names:
  - i. www.woofstock.co
  - ii. www.woofstock.tv
  - iii. www.woofstock.us
  - iv. www.woofstockblog.com
  - v. www.woofstockinfo.com
  - vi. www.woofstockmedia.com
  - vii. www.woofstocknation.ca
  - viii. www.woofstocknation.club
  - ix. www.woofstocknation.info
  - x. www.woofstocknation.net
  - xi. www.woofstocknation.org
  - xii. www.woofstocktv.com
  - xiii. www.woofstockvipclub.ca
  - xiv. www.woofstockvipclub.com
  - xv. www.woofstock.ca
  - xvi. www.woofstocknation.ca
  - xvii. www.woofstocknation.com
  - xviii. www.winterwoofstock.ca
  - xix. www.winterwoofstock.com
3. E-mail addresses: all @woofstock.ca email addresses, excluding marlene@woofstock.ca
4. Access to Woofstock social media accounts, being Facebook, Twitter and Instagram,
5. Woofstock Customers,
6. Woofstock Suppliers,
7. Woofstock office files, excluding original invoices,
8. Dropbox content of Woofstock documentation, excluding pictures, videos, and photographs.
9. April Expenses related to Woofstock:
  - i. Bell Canada Canada, Account Number and Phone Number, 416-234-9663 (416 234-WOOF),
  - ii. Rogers Account, Account Number 6-4250-0258 for Phone Number 647-340-3278, and 416-519-9660
  - iii. Quadrent NewMedia Corp. Account,
  - iv. Mailchimp Account,
  - v. EasyDNS Account,
  - vi. GoDaddy Account.

**SCHEDULE C**  
**REPRESENTATION, WARRANTIES AND INDEMNITY**

The Seller of the Agreement hereby represents and warrant to the Buyer as follows:

- (a) This Agreement has been duly authorized, executed and delivered by the Seller and is a valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms;
- (b) The Seller has good and marketable title to all of the Purchased Assets, free and clear of any liens or other claims of third parties
- (c) The Seller is the exclusive and lawful owner of the Mark, and is not aware that the Mark infringes on the rights of any other person or organization. In the event that any rights to some derivations of the Mark, such as Woolstock Nation, has been or will be filed but not registered by the Seller on the Closing Date, after such marks are registered they shall be transferred to the Buyer as soon as practicable at the expense of the Buyer. The Buyer shall pay and be solely responsible for any costs associated with the Woolstock Nation Mark or any other Mark that has not been filed or registered by the Closing Date for the purposes of this Agreement.
- (d) The Seller has not granted any exclusive licence to use the Mark, in any manner whatsoever to any individual, person, organization, association, group or entity;
- (e) The Seller is not aware of valid competing infringement claims related to the Mark, and as far as is known to the Seller, the Seller is not aware of any pending litigation with respect to any claim to the Mark, whether the claim is based on prior use of the Mark, a license to use the Mark or any ownership interest in the Mark, except that the Seller is aware and has disclosed to the Buyer that there are parties located in the United States who are currently infringing the Mark;
- (f) The Seller is not a non-resident of Canada within the meaning of Section 115 of the ITA;
- (g) The Seller has not received, nor is she currently holding any monies paid by any person or entity relating to any Festival that have not yet occurred; and
- (h) The representations and warranties of the Seller contained herein shall survive the closing of this transaction for a period of 6 months.

The Buyer, Teanna Lindsay and Michael Di Schiavo jointly and severally represent and warrant to the Seller as follows:

- (a) The Buyer is a corporation duly incorporated, organized, and validly existing and in good standing under the laws of Canada.

(b) The Buyer has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement; the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate action on the part of the Buyer.

(c) The Buyer is not a party to, bound or affected by or subject to any indenture, mortgage, lease, agreement, instrument, charter or by-law provision, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of the execution and delivery by it of this Agreement or the consummation of the transactions contemplated under this Agreement, except as disclosed in this Agreement.

(d) This Agreement constitutes a valid and binding obligation of the Buyer enforceable against it in accordance with its terms provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

(e) The Buyer is not a non-Canadian within the meaning of the Investment Canada Act.

(f) No governmental or regulatory authorizations, consents, approvals, filings or notices pertaining to Buyer are required to be obtained or given or waiting period is required to expire in order that the purchase and sale of the Assets may be consummated by the Buyer or for the Buyer to carry out its obligations set out in this Agreement.

(g) The Buyer is a registrant for purposes of HST and its HST registration number is 801188988 RT0001

(h) The representations and warranties of the Buyer contained herein shall survive the term of this Agreement.

EXHIBIT A  
APRIL EXPENSES