

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM396523

<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>
TRANSFORMING HEALTH INC.		07/27/2016	Corporation:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ASSURED NATURAL DISTRIBUTION INC.		
<b>Street Address:</b>	#104, 3686 Bonnevillle Place		
<b>City:</b>	Burnaby, BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V3N 4T6		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4872550	ULTIMATE	
<b>Registration Number:</b>	4769026	ULTIMATE VEGAN	
<b>Registration Number:</b>	3424985	FIBRELEAN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6047774995		
<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>	(604)777-4702		
<b>Email:</b>	rzhang@factorsgroup.com		
<b>Correspondent Name:</b>	Rong Zhang		
<b>Address Line 1:</b>	1550 United Boulevard		
<b>Address Line 4:</b>	Coquitlam, BC, CANADA V3K 6Y2		
<b>NAME OF SUBMITTER:</b>	Rong Zhang		
<b>SIGNATURE:</b>	/rz/		
<b>DATE SIGNED:</b>	08/26/2016		
<b>Total Attachments: 4</b>			
source=3 USA marks transfer to AND#page1.tif			
source=3 USA marks transfer to AND#page2.tif			
source=3 USA marks transfer to AND#page3.tif			

OP \$90.00 4872550



**TRADE-MARK ASSIGNMENT (UNITED STATES)**

THIS Trade-mark Assignment, dated the 27<sup>th</sup> day of July, 2016 (the "Effective Date") is made

BETWEEN:

**TRANSFORMING HEALTH INC.** (Inc. No. BC0651087), a company incorporated under the laws of British Columbia, having its registered and records office at 3<sup>rd</sup> Floor, 1665 Ellis Street, Kelowna, British Columbia, V1Y 2B3

(the "Assignor")

OF THE FIRST PART

AND:

**ASSURED NATURAL DISTRIBUTION INC.** (Inc. No. BC1077590), a company incorporated under the laws of the Province of British Columbia, having its principal office or place of business is 3655 Bonneville Place, Burnaby, British Columbia, Canada V3N 4S9

(the "Assignee")

OF THE SECOND PART

**WITNESSES THAT** in consideration of the sum of \$1.00 of lawful money of Canada now paid by the Assignee to the Assignor and other good and valuable consideration, pursuant to an Asset Purchase Agreement between the Assignor, the Assignee, Bradley King and Rheece Hartte dated July 27, 2016 (the receipt and sufficiency of which are hereby acknowledged), the Assignor hereby conveys, transfers and assigns to the Assignee all its rights, title and interest in and to the U.S. trade mark registrations set out in Schedule "A" attached hereto including the goodwill appertaining to and symbolized by the said trademarks and the designated U.S. registrations as part of the entire business or portion thereof to which the trademarks pertains as required by 15 U.S.C. § 1060 and the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the trademark.

This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which will together constitute one and the same instrument. The parties agree that delivery of an executed copy of this Agreement by electronic facsimile transmission, or other means of electronic communication capable of producing a printed copy, will be deemed to be execution and delivery of this Agreement as of the date on which it was executed. The undersigned assignor agrees to execute and deliver to the assignee all further documents as may be necessary to give effect to the assignment of rights reflected herein.

**[BALANCE OF THIS PAGE IS INTENTIONALLY BLANK – SIGNATURE PAGE FOLLOWS]**

EXECUTED and DELIVERED by the Assignor to have effect from and after the date first set out above.

**TRANSFORMING HEALTH INC.**

Per:   
Authorized Signatory

The Assignee hereby accepts the above assignment and appoints itself, Assured Natural Distribution Inc., the full post office address of whose principal office or place of business is 3655 Bonnevillle Place, Burnaby, British Columbia, Canada V3N 4T6 to which any notice in respect of the trademark may be sent and upon which service of any proceedings in respect of the trademark may be given or served.

EXECUTED and DELIVERED by the Assignee to have effect from and after the date first set out above.

**ASSURED NATURAL DISTRIBUTION INC.**

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

Signature page of the Trade-Mark Assignment (United States) Agreement dated July 27, 2016 between TRANSFORMING HEALTH INC. and ASSURED NATURAL DISTRIBUTION INC.

EXECUTED and DELIVERED by the Assignor to have effect from and after the date first set out above.

TRANSFORMING HEALTH INC.

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

The Assignee hereby accepts the above assignment and appoints itself, Assured Natural Distribution Inc., the full post office address of whose principal office or place of business is 3655 Bonneville Place, Burnaby, British Columbia, Canada V3N 4T6 to which any notice in respect of the trademark may be sent and upon which service of any proceedings in respect of the trademark may be given or served.



EXECUTED and DELIVERED by the Assignee to have effect from and after the date first set out above.

ASSURED NATURAL DISTRIBUTION INC.

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

Signature page of the Trade-Mark Assignment (United States) Agreement dated July 27 2016 between TRANSFORMING HEALTH INC. and ASSURED NATURAL DISTRIBUTION INC.

**SCHEDULE A**  
**TO THE TRADE-MARK ASSIGNMENT**  
**BETWEEN**  
**TRANSFORMING HEALTH INC.**  
 and  
**ASSURED NATURAL DISTRIBUTION INC.**

Trade-mark	Registration Number	Registration Date
 (ULTIMATE & Design)	4872550	December 22, 2015
 (ULTIMATE VEGAN & Design)	4769026	July 7, 2015
FIBRELEAN	3424985	May 13, 2008