

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM403876

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fresh Eye Productions Inc.		10/31/2013	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	My Yoga Online ULC		
Street Address:	201-225 West 8th Avenue		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V5Y1N3		
Entity Type:	Unlimited Liability Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3898912	MY YOGA	
Registration Number:	4493348	MY YOGA ONLINE	
Registration Number:	4493349	MY YOGA ONLINE	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	JK@jonathankirsch.com, spollyea@jonathankirsch.com, susan.pollyea@sbcglobal.net		
Correspondent Name:	Jonathan Kirsch		
Address Line 1:	1880 Century Park East, Suite 515		
Address Line 2:	Law Offices of Jonathan Kirsch		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
DOMESTIC REPRESENTATIVE			
Name:	Jonathan Kirsch		
Address Line 1:	1880 Century Park East, Suite 515		
Address Line 2:	Law Offices of Jonathan Kirsch		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
NAME OF SUBMITTER:	Jonathan Kirsch		
SIGNATURE:	/Jonathan Kirsch/		

OP \$90.00 3898912

DATE SIGNED:	10/31/2016
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Total Attachments: 3
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CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT, dated as of October 31, 2013 (this "Agreement"), is made by and between Fresh Eye Productions Inc., a British Columbia company with a registered office at 201 - 225 West 8th Ave., Vancouver, British Columbia ("Fresh Eye"), and My Yoga Online ULC, a British Columbia ULC, with a registered office at 201 - 225 West 8th Ave., Vancouver, British Columbia (the "Company").

RECITALS

WHEREAS, Fresh Eye operates an online business offering yoga, fitness and wellness video classes and information for streaming to subscribers or download from a website (the "Business"); and

WHEREAS, in anticipation of an acquisition of the Company by Gaiam TV Canada, Inc., a Colorado corporation ("Gaiam"), pursuant to the Purchase Agreement between Fresh Eye, Gaiam and the other parties thereto (the "Purchase Agreement"), Fresh Eye desires to drop all of the assets and certain liabilities of the Business into a standalone entity in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the representations and warranties, agreements and obligations contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Contribution

A. Fresh Eye Contribution. Fresh Eye hereby conveys, assigns, transfers, and delivers to the Company, its successors and assigns, all of its right, title, and interest in and to all of the business, assets, properties, contractual rights, goodwill, going concern value, rights, and claims of Fresh Eye and its affiliates, wherever situated and of whatever kind and nature, real or personal, tangible or intangible, whether or not reflected on the books and records of Fresh Eye or any of its affiliates, including each of the following assets (collectively, the "Assets"):

- i. all accounts receivable, notes receivable, and other receivables of Fresh Eye;
- ii. all inventory and supplies, including raw materials, work in progress, finished goods, manufacturing supplies, office supplies, packaging, and related materials;
- iii. all tangible personal property, including all furniture, fixtures, furnishings, machinery, tools, equipment, vehicles, rolling stock, and other tangible personal property of every kind owned, leased, or used by Fresh Eye in the conduct of the Business (wherever located, including customer locations), including all artwork, desks, chairs, tables, computer and computer-related hardware, including computers, file servers, facsimile servers, scanners, color printers, laser printers, networks, copiers,

telephone lines and numbers, fax machines and other telecommunication equipment, cubicles and miscellaneous office furnishings, and supplies, together with any maintenance records and other documents relating thereto;

iv. all deposits (including customer deposits and security for electricity, telephone, or otherwise), claims for refunds, prepaid charges and expenses (including any prepaid rent), rights of offset in respect of any of the foregoing, and all retentions or holdbacks of Fresh Eye;

v. all right, title, and interest in or relating to intellectual property, whether protected, created, or arising under the laws of the United States or any other jurisdiction, including (i) all patents and applications therefor, including all continuations, divisionals, and continuations-in-part thereof and patents issuing thereon, along with all reissues, reexaminations, and extensions thereof; (ii) all trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, corporate names, trade styles, logos, and other source or business identifiers and general intangibles of a like nature, together with the goodwill associated with any of the foregoing, along with all applications, registrations, renewals, and extensions thereof; (iii) all Internet domain names; (iv) all copyrights and all mask work, database, and design rights, whether or not registered or published, all registrations and recordations thereof, and all applications in connection therewith, along with all reversions, extensions and renewals thereof; (iv) trade secrets and other proprietary confidential information; (v) all other intellectual property rights arising from or relating to (1) all software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship, and other similar materials; (2) all recordings, graphs, drawings, reports, analyses, writings, and other tangible embodiments of the items listed in clause (1) in any form whether or not specifically listed in this definition; and (3) all related technology that are used in, incorporated in, embodied in, displayed by, or relate to, or are used in connection with any of the items listed in clause (1) or (2); and (4) all contracts granting any right relating to or under the foregoing;

vi. all documents that are related to the Business, including documents relating to services, marketing, advertising, promotional materials, customer files and documents (including credit information), employees, lists of present and former customers, supplier lists, records, literature, and correspondence, wherever located;


vii. all permits used by Fresh Eye in the Business (which includes all permits necessary to conduct the Business) and all rights and incidents of interest therein;

viii. all rights of Fresh Eye under non-disclosure or confidentiality, non-compete, or non-solicitation agreements, assignment agreements, or similar agreements with employees, independent contractors, or agents of Fresh Eye or with third parties;

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first above written.

MY YOGA ONLINE ULC

By:

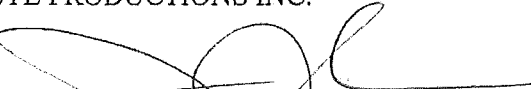

Name: Jason Jacobson
Title: CEO

ADDRESS FOR NOTICES:

201-225 West Eighth Avenue
Vancouver, BC V5Y 1N3
Attention: Jason Jacobson, CEO, Michelle
Trantina, President
Email: Jason@myyogaonline.com,
Michelle@myyogaonline.com

FRESH EYE PRODUCTIONS INC.

By:


Name: Jason Jacobson
Title: CEO

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Trantina, President
Email: Jason@myyogaonline.com,
Michelle@myyogaonline.com

[SIGNATURE PAGE TO CONTRIBUTION AGREEMENT]