

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Red Cat Limited		03/23/2016	Private Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	Hutchingame Growth Capital Corporation		
Street Address:	14 Chesley Street		
City:	Ottawa, Ontario		
State/Country:	CANADA		
Postal Code:	K1S3C2		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87016479	DAYTON	
CORRESPONDENCE DATA			
Fax Number:	2158325360		
<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:	2155695360		
Email:	mhomyk@blankrome.com		
Correspondent Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
ATTORNEY DOCKET NUMBER:	151178-00101		
DOMESTIC REPRESENTATIVE			
Name:	Matthew A. Homyk		
Address Line 1:	One Logan Square		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		
NAME OF SUBMITTER:	Matthew A. Homyk		
SIGNATURE:	/matthew homyk/		
DATE SIGNED:	08/04/2017		

OP \$40.00 87016479

Total Attachments: 1

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This **Assignment Agreement** dated this 23rd day of March, 2016, (“AGREEMENT”)

BETWEEN:

Red Cat Ltd. (“ASSIGNOR” or “RED CAT”)

-and-

Hutchingame Growth Capital Corporation (“ASSIGNEE” or “HGC”)

-and-

Dayton Boot Brands Ltd. (“DAYTON”)

WHEREAS pursuant to this AGREEMENT dated the 23rd day of March 2016, the ASSIGNOR has assigned to the ASSIGNEE all of the ASSIGNOR’s right, title and interest in and to the indebtedness of DAYTON to the ASSIGNOR (“INDEBTEDNESS”);

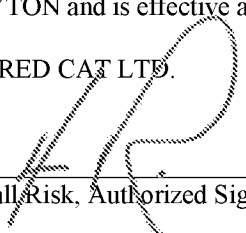
WHEREAS concurrently with the assignment of the INDEBTEDNESS, the ASSIGNOR agreed to assign to the ASSIGNEE any and all intellectual property rights, logos designs images, customer lists, supplier lists, website and domain names together and without limiting the generality of the foregoing, all Dayton registered and unregistered trademarks including but not limited to Dayton Trademark registration number TMA702515 with the registration date March 15, 2011, and specifically includes all associated related trademarks including but not limited to OK Oil, Leckie, Pierre Parris and any and all related intellectual property elements associated with any and all of the above.

NOW THEREFORE for consideration, receipt of which is hereby acknowledged, the ASSIGNOR hereby irrevocably grants, assigns, transfers and sets over to and in favour of the ASSIGNEE all of the right, title and interest of the ASSIGNOR and the ASSIGNOR represents and warrants to the other as follows, and acknowledges that HGC is relying on such representations in entering into this AGREEMENT: warrants RED CAT has the requisite power, authority and capacity to enter into this AGREEMENT and to perform its obligations hereunder

This AGREEMENT may be executed in counterparts and may be delivered via facsimile transmission, which counterparts and faxed copies shall together constitute one and the same AGREEMENT.

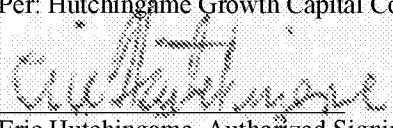
In witness whereof, this AGREEMENT has been executed by the ASSIGNOR and ASSIGNEE, consented to by DAYTON and is effective as of the date set out above.

Per: RED CAT LTD.



R Hall Risk, Authorized Signing Officer

Per: Hutchingame Growth Capital Corporation



Eric Hutchingame, Authorized Signing Officer

Per: Dayton Boot Brands Ltd.



Roderick Hall Risk, Authorized Signing Officer