

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM447280

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900420557

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DAYTON BOOT CO. ENTERPRISES LTD.		05/04/2012	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Red Cat Limited
Street Address:	100 Pall Mall
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	SW1Y 5NQ
Entity Type:	Private Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	87016479	DAYTON

CORRESPONDENCE DATA

Fax Number: 2158325360

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: 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
NAME OF SUBMITTER:	Matthew A. Homyk
SIGNATURE:	/matthew homyk/
DATE SIGNED:	10/16/2017

Total Attachments: 6

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page1.tif

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page2.tif

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page3.tif

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page4.tif

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page5.tif

source=ASSET Purchase DaytonRedCatAssetAgrXX120504 copy#page6.tif



RED CAT GROUP

**PRIVATE & CONFIDENTIAL
VIA EMAIL**

4 May 2012

Attn: Mr. Stephen Encarnacao
Dayton Boot Company Enterprises, Ltd. ("Dayton BC")
Dayton Boot Company Enterprises, Inc. ("Dayton US")
2250 E. Hastings St.
Vancouver BC V5L 1V4
CANADA
sencar@comcast.net

RE: Asset Acquisition Agreement of Dayton Boot Company Enterprises, Ltd. ("Agreement")

This Agreement sets forth the general terms and conditions under which Red Cat Limited or assignee ("Purchaser") will conclude an acquisition of all the assets of Dayton BC. Dayton BC, Dayton US and Stephen Encarnacao as asset owner, majority shareholder of Dayton BC and majority shareholder of Dayton US respectively are named parties to this Agreement representing the validity of the acquisition (collectively "Vendors").

A. Principal Purchase Terms

The Purchaser will acquire all assets of the Dayton BC on the following terms and conditions:

1. The Vendors transfers all of the assets of Dayton BC to the Purchaser for consideration of \$1 and the assumption of only the specific and identified liabilities of Dayton Boot Co. as listed in Appendix 2, which will not to exceed a total of \$200,000.
2. Although the Purchaser is agreeing assume the liabilities listed in Appendix 2, the Vendors agrees to help negotiate settlements and cash flow periods with the Vendors' creditors on a best efforts basis. The Vendors also agree that although the Purchaser will fund these settlements, it is the responsibility of the Vendors to ensure payment to the creditors and obtain legally binding releases.
3. The Vendors will change their business names and the Purchaser will have the exclusive right to use the business name "Dayton Boots" and to incorporate in Canada and the USA using a similar company name, such as "Dayton Boots Company" and "Dayton Boots of USA Ltd.". The intention of the Purchaser is to resume business as usual under a new incorporated entity (or entities) with a similar name as the Vendors ("NewCo"). NewCo will be formed in as little time as is reasonable.
4. The Purchaser will provide minimum financing to NewCo of \$1,800,000 to build inventory, replace or repair equipment, repair and update facilities and other operational needs as per Appendix 3.
5. Stephen Encarnacao and the Vendors' existing shareholders will be granted 30% of the equity of the Purchaser's "NewCo".
6. Purchaser will pay Dayton US. a 2.5% royalty on Net Sales for a period of five years starting June 2012 through to May 2017. Royalty will commence upon completion of \$500,000 initial funding.
7. Stephen Encarnacao will be a given a consulting contract to act as the Managing Director for NewCo. The term of the contract will be for a period of two years, renewable for additional one-year periods as determined by the NewCo Directors, at an annual rate of \$95,000.



8. The Purchaser will acquire the identified fixed assets of the Vendors as per Appendix 1.
9. NewCo will hire and maintain current staff and manufacturing facility at Vancouver Location for a minimum of six (6) months.
10. The Purchaser will hire a bookkeeper and maintain adequate accounting and financial records.
11. The Purchaser agrees that no equity dilution will take place until NewCo has received \$800,000 in capital, after which, any additional equity investments will dilute existing shareholders and option holders on a pro-rata basis.
12. The Purchaser will acquire all inventory-on-hand and equipment as at the acquisition date. The inventory-on-hand at the acquisition date will be subject to an inventory count to verify the quantity and condition of such inventory.
13. The Purchaser will acquire all Trademarks registered (and unregistered) under the Vendors in the USA, Canada and elsewhere and the Vendors will ensure that the registered Trademarks are in good order.
14. The Purchase will retain the right to all Trademarks and worldwide use of the Dayton Brand name or image and OK Oil.
15. The Vendors will work with the Purchaser to facilitate a structure that will allow NewCo to benefit from Dayton Boot's accumulated losses carried forward and any other tax credits that may be available but not realized as of the closing of the acquisition.

B. Representations

16. The parties shall make all required notices and filings with any third parties, banks, etc..
17. Stephen Encarnacao will obtain applicable Director Resolution(s) and Shareholder approval as required under Canadian and USA jurisdictions to ensure that proper notice and or meetings are held to approve this transaction. Only majority shareholder approval is required. Stephen Encarnacao and Vendors will provide Purchaser with indemnification for any shareholder oppression actions or other third party claims or creditor I don't think that I can provide indemnification but the only liability will be to Dayton Boot Company Enterprises Inc. Stephen Encarnacao represents that as sole director and super majority shareholder of the Vendors, that he has the right and can cause the unencumbered transfer of the Vendors' assets.
18. It is the intention of the Purchaser to negotiate a reasonable lease agreement with the Landlord for 2250 East Hastings Street premises. This may include a review and negotiation of a reasonable settlement with the landlord on any outstanding amounts payable.
19. The parties agree to review and extend significant supplier contracts.
20. It is the intention of the Purchaser to hire the current employees of Dayton Boot Co. on the same or similar terms of compensation as currently in place. It is the responsibility of the Dayton Boots to pay any employee costs up to the date of this transaction.

C. Anticipated Schedule of Events

21. The transaction date will be deemed to be May 4, 2012. The Purchaser and Vendors agree that they will have to complete contracts and paperwork in order to finalize all the terms of the Agreement and will work in a reasonable and best efforts basis to do this. The Purchaser and the Vendors will arrange and be available for an inventory count prior to May 31st, 2012 to count and verify the inventory-on-hand and identified assets.
22. Any funds paid by the Purchaser prior to the incorporation of NewCo will be applied against the consideration and the assumption of liabilities outlined in Clause 1 and then to the minimum financing



referred to in Clause 4. Stephen Encarnacao and the Vendors Companies will provide itemised receipts detailing the use of the funds in order to provide adequate accounting for NewCo.

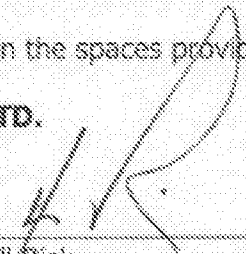
D. Additional Matters

- 23. This agreement is exclusive to the parties named herein and all of the terms and conditions are to be kept confidential.
- 24. Each party will be responsible for their own fees, costs and expenses incurred.
- 25. No public announcement or disclosures of the prospective transaction without notice to and approval by the other party.
- 26. The Vendors will continue to conduct business in the ordinary course so that the value of customer and supplier relationships is maintained.
- 27. All currency references are deemed to be in Canadian Dollars.
- 28. Transaction Date will be May 4, 2012.

We look forward to completing this deal and building upon the success of Dayton.

Please sign in the spaces provided below and return the second original.

RED CAT LTD.

By 
R Hall Risk
Managing Director

Date: May 4/12

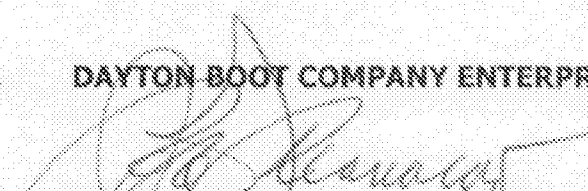
For and on Behalf of:

DAYTON BOOT COMPANY ENTERPRISES LTD.


Mr. Stephen Encarnacao
President

Date: May 4/12

DAYTON BOOT COMPANY ENTERPRISES, INC.


Mr. Stephen Encarnacao
President

Date: May 4/12



IDENTIFIED ASSETS - APPENDIX 1

Manufacturing Equipment

Vehicles

Furniture and Display Equipment

Leasehold improvements and intangible assets

All signage
Registered and unregistered trademarks
Patented logos
Website and domain name
Supplier database
Customer database
All intellectual property rights, such logos, designs, images, photographs, etc...

Inventory and Supplies

Per detailed listing



IDENTIFIED PAYABLES - APPENDIX 2

Maximum payables:

1.	Dayton Boots accounts payable	\$40,000
2.	Landlord (Purchaser will negotiate new lease with landlord)	\$100,000
3.	Canada Revenue Agency	\$51,000
4.	Preparation of Dayton Boots corporate tax returns	\$8,000
		Total: \$199,000

AR *[Signature]*



CAPITALIZATION PLAN - APPENDIX 3

Starting on the transaction date, the Purchaser will provide funding to Newco as follows:

1. \$25,000 on May 4, 2012
2. \$25,000 by May 18th, 2012
3. \$500,000 by July 30th, 2012 for working capital, specifically inventory and related manufacturing costs;
4. \$300,000 by October 31st, 2012 as required to meet operating requirements and budgets;
5. Additional \$1,000,000 in Secondary financing as required by October 31, 2013

Total \$1,800,000

This schedule can be accelerated or delayed as required and agreed to by the management team.