

Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Genics Inc.

- Individual(s)
- Partnership
- Corporation- State: Alberta
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) Canadian

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 1, 2017

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: 1824930 Alberta Ltd.

Street Address: 27717 Acheson Road

City: Acheson

State: Alberta

Country: Canada Zip: T7X 6B1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

87/453001

B. Trademark Registration No.(s)

2646025, 3038804, 1757871, 5268667

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Nathan Woodruff

Internal Address: _____

Street Address: #200, 10328 - 81 Avenue NW

City: Edmonton

State: Alberta Zip: T6E 1X2

Phone Number: 780-448-0600

Docket Number: 973-12

Email Address: inbox@twpatent.ca

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: _____ /Nathan Woodruff/

October 25, 2017

Signature

Date

Nathan Woodruff

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 2646025

PATENT AND TRADEMARK ASSIGNMENT AGREEMENT

This Patent and Trademark Assignment Agreement (this "Agreement"), effective as of June 1, 2017 (the "Effective Date"), is entered into by and between Genics Inc., an Alberta corporation registered in the Province of Alberta ("Assignor"), and 1824930 Alberta Ltd., an Alberta corporation registered in the Province of Alberta ("Assignee");

WHEREAS the Assignor has adopted, owns, is using, or has the intent to use the trademarks or trademark applications listed on Schedule "A" and the patents or patent applications listed on Schedule "B" attached hereto (collectively, the "IT") and, in addition to any legal or common-law rights in the IT, owns registrations or applications for the IT on the Principal Register of the United States Patent and Trademark Office and the Trademark Register of the Canadian Intellectual Property Office and other registries in connection with the goods and/or services identified therein;

AND WHEREAS the Assignee desires to acquire the entire right, title and interest in the IT;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties agree as follows:

1. As of the Effective Date, the Assignee agrees to pay the Assignor the sum of Two Hundred and Fifty Thousand (\$ 250,000.00) Dollars (CDN) in immediately available funds in exchange for the entire right, title and interest in the IT.
2. As of the Effective Date, subject to the terms and conditions of this Agreement and upon receipt of the payment specified in section 1 above, the Assignor hereby sells, grants, conveys, assigns, transfers and delivers to the Assignee and its successors and assigns, and the Assignee accepts all right, title and interest in and to the IT and any extensions and renewals related thereto, together with the goodwill of the business symbolized by the IT, any legal or common-law rights in the IT and the registrations listed on Schedule "A" and Schedule "B" attached hereto. The Assignor agrees to execute and deliver to the Assignee, or to such other person as the Assignee may reasonably request, such forms as any government entity may require to evidence the transfer or assignment of the ownership or registration of the IT to the Assignee.
3. As-is, Where-is, With-all-faults Sale. The IT is conveyed on an **as-is, where-is, with-all-faults** basis and without any representation or warranty by the Assignor or any of the Assignor's affiliates as to merchantability, suitability for a particular use, or otherwise.
4. This Agreement shall be governed by the laws of the Province of Alberta, shall be binding upon and inure to the benefit of the Assignor, the Assignee, and their respective representatives, successors and assigns, and may not be modified or changed except by written instrument signed by both parties.
5. This Agreement may be executed in any number of counterparts and in separate counterparts by the parties, each of which shall constitute an original and all of which when taken together will constitute the same instrument. For the purposes of this Agreement, a document signed and transmitted by facsimile or in portable document format (PDF) may be treated as an original and binding upon the parties.

IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed and delivered as of the date first written above.

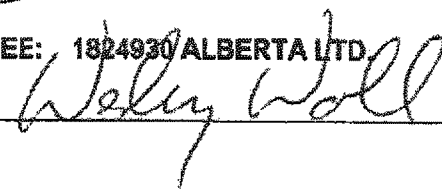
ASSIGNOR: GENICS INC

Per: _____



ASSIGNEE: 1824930 ALBERTA LTD

Per: _____



SCHEDULE "A"



Patent Status Report

Genics Inc. (0973)

Our Ref.	Country File No.	Application	Publication	Grant	Renewal	Priority	Status Property Type
0973P006	WOOD PRESERVATIVE WRAP						
	Canada	2,210,941		2,210,941			Granted
	973P6CA	21 Jul 1997	21 Jan 1999	7 Sep 2004			Patent
	United States	08/908,096		5,997,971		21 Jul 1997	Granted
973P6US	11 Aug 1997		7 Dec 1999			Patent	
0973P007	METHOD OF MONITORING THE CONDITION OF POLES NETWORK			MAKING UP A		TRANSMISSION/DISTRIBUTION LINE	
	Canada	2,237,247		2,237,247			Granted
	973P7CA	08 May 1998	9 Nov 1999	13 Dec 2005			Patent
0973P008	POLYMER PLASTIC PLUG IMPREGNATED WITH WOOD MAKING THE SAME			PRESERVATIVE AND METHOD FOR			
	Canada	2,240,216		2,240,216			Granted
	973-8CA	10 Jun 1998	10 Dec 1999	8 Jun 2004			Patent
0973P010	POLYMER PLASTIC PLUG IMPREGNATED WITH WOOD PRESERVATIVE AND METHOD FOR MAKING THE SAME			PRESERVATIVE AND METHOD FOR MAKING THE SAME			
	Canada	2,240,226		2,240,226			Granted
	973-10CA	10 Jun 1998	11 Dec 1999	24 Mar 2009			Patent
	United States	09/138,864		6,168,870		10 Jun 1998	Granted
973-10US	24 Aug 1998		2 Jan 2001			Patent	
0973P013	POLE CAP						
	Canada	2,273,594		2,273,594	1 Jun 2018		Granted
	973-13	01 Jun 1999	1 Dec 2000	14 Sep 2004			Patent
	United States	09/406,200		6,138,422		1 Jun 1999	Granted
973-13US	27 Sep 1999		31 Oct 2000			Patent	
0973P016	METHOD OF MANUFACTURE OF A LIQUID PESTICIDE CONTAINING COPPER			CONTAINING COPPER AND A LIQUID PESTICIDE CONTAINING COPPER			
	Australia [PCT]	2002328705		2002328705	16 Sep 2017	17 Sep 2001	Granted
	973-16AU	16 Sep 2002	17 Mar 2003	27 Mar 2008			Patent
	Canada	2,357,392		2,357,392	17 Sep 2017		Granted
	973-16CA	17 Sep 2001	17 Mar 2003	21 Dec 2010			Patent
	Chile [PCT]	0557/2004		53927		17 Sep 2001	Granted
	973-16CI	16 Sep 2002		17 Nov 2016			Patent
	China [PCT]	02818210.3	CN 1555222A	ZL 02818210.3	16 Sep 2017	17 Sep 2001	Granted
	973-16CN	16 Sep 2002	15 Dec 2004	28 Feb 2007			Patent
	Russia [PCT]	2004111663		2289246	16 Sep 2017	17 Sep 2001	Granted
	973-16RU	16 Sep 2002		20 Dec 2006			Patent
	US [PCT]	10/489,809		7,713,553	11 Nov 2017	17 Sep 2001	Granted
973-16US	16 Sep 2002		11 May 2010			Patent	
0973P017	METHOD OF TREATING BUILDING MATERIALS WITH BORON AND BUILDING MATERIALS						
	Australia [PCT]	2002328214		2002328214	16 Sep 2017	17 Sep 2001	Granted
	973-17AU	16 Sep 2002	17 Mar 2003	17 Jul 2008			Patent
	Canada	2,357,357		2,357,357	17 Sep 2017		Granted
973-17CA	17 Sep 2001	17 Mar 2003	16 Mar 2010			Patent	

DSS Patent Status Report

	Russia [PCT]	2004111664		2327661	16 Sep 2017	17 Sep 2001	Granted
	973-17RU	16 Sep 2002		27 Jun 2008			Patent
	US [PCT]	10/489,812		7,160,606	9 Jul 2018	17 Sep 2001	Granted
	973-17US	16 Sep 2002		9 Jan 2007			Patent
0973P021	PRESERVATIVE COMPOSITIONS FOR WOOD AND LIKE MATERIALS						
	Australia [PCT]	2008207309		2008207309	17 Jan 2018		Granted
	973-21AU	17 Jan 2008	17 Jul 2009	7 Feb 2013			Patent
	Brazil [PCT]	0806681-7			17 Jan 2018	17 Jan 2007	Pending
	973-21BR	17 Jan 2008	17 Jul 2008				Patent
	Canada [PCT]	2,676,011		2,676,011	17 Jan 2018	17 Jan 2007	Granted
	973-21CA	17 Jan 2008	17 Jul 2008	31 Mar 2015			Patent
	China [PCT]	200880002370.1		ZL 200880002370.1	17 Jan 2018	17 Jan 2007	Granted
	973-21CN	17 Jan 2008	17 Jul 2008	20 Aug 2014			Patent
	European [PCT]	08706224.6			17 Jan 2018	17 Jan 2007	Pending
	973-21EP	17 Jan 2008					Patent
	Hong Kong	10108993.8		HK1142568	17 Jan 2019	17 Jan 2007	Granted
	973-21HK	17 Jan 2008		17 Jul 2015			Patent
	India [PCT]	2680/KOLN/2009		282371	6 Jul 2017	17 Jan 2007	Granted
	973-21IN	17 Jan 2008		6 Apr 2017			Patent
	Russia [PCT]	2009131059		2471616	17 Jan 2018	17 Jan 2007	Granted
	973-21RU	17 Jan 2008		10 Jan 2013			Patent
	US [PCT]	12/523,723		8,597,419	3 Jun 2021	17 Jan 2007	Granted
	973-21US	17 Jan 2008		3 Dec 2013			Patent
0973P026	Dissolvable Objects						
	Canada [PCT]	AWAITED			5 Aug 2017	5 Aug 2014	Pending
	973-26CA	05 Aug 2015					Patent
	European [PCT]	EP15829228.4			5 Aug 2017	5 Aug 2014	Pending
	973-26EP	05 Aug 2015					Patent
	US [PCT]	15/502,086				5 Aug 2014	Pending
	973-26US	05 Aug 2015	10 Aug 2017				Patent
0973P028	Dissolvable Projectiles						
	Canada	2,957,585			10 Feb 2019	10 Feb 2016	Pending
	973-28CA	10 Feb 2017	10 Aug 2017				Patent
	United States 2	15/430,196				10 Feb 2016	Pending
	973-28US	10 Feb 2017					Patent
	P.C.T.	PCT/CA 2017/050166				10 Feb 2016	Pending
	973-28WO	10 Feb 2017					Patent
0973P029	Dissolvable Glass Fibres for Wood Preservatives and Degradable Composite Materials						
	Canada	2,957,586			10 Feb 2019	10 Feb 2016	Pending
	973-29CA	10 Feb 2017	10 Aug 2017				Patent
	United States 2	15/430,295				10 Feb 2016	Pending
	973-29US	10 Feb 2017					Patent
	P.C.T.	PCT/CA 2017/050167				10 Feb 2016	Pending
	973-29WO	10 Feb 2017					Patent

SCHEDULE "B"



Client : Genics Inc.


Family File No	Country Status	Mark Proprietor	Classes Specification of Goods	Regn. Date Mark No	Application Date Application No
0973T003	Canada	BOWRAP		31 Jul 1997	08 Jul 1994
973-3	REGISTERED	Genics Inc.		TMA479,311	759500
0973T009	Canada	COBRA		29 Mar 1999	06 Oct 1997
973T9CA	REGISTERED	Genics Inc		TMA510,281	857947
0973T009	United States	COBRA		05 Nov 2002	02 Apr 1998
973-9US	REGISTERED	Genics Inc		2,646,025	75/461198
0973T018	Canada	GENICS		01 Jun 2004	25 Feb 2002
973-18CA	REGISTERED	Genics Inc.		TMA611,671	1131621
0973T018	United States	GENICS		10 Jan 2006	24 Jun 2002
973-18US	REGISTERED	Genics Inc		3038804	76/424,678
0973T023	Canada	ENTREDISCIPLSHIP			
973-23CA	PENDING	Genics Inc			
0973T032	Canada	CUNAPSOL			16 May 2017
973-32CA	PENDING	Genics Inc			1837805
0973T032	United States	CUNAPSOL			17 May 2017
973-32US	PENDING	Genics Inc			87/453,001
0973T033	Canada	CURAP			21 Apr 1993
973-33CA	REGISTERED				0727341
0973T033	United States	CURAP			23 Jul 1992
973-33US	REGISTERED				74/296,850
973T027	Canada	SILVER BULLET			06 Nov 2014
973-27CA	REGISTERED	Genics Inc			1701580
973T027	United States	SILVER BULLET			07 Nov 2014
973-27US	ALLOWED	Genics Inc			86/448,547

Please find enclosed the following:

1. **Form PTO – 1594**: Recordation Cover Sheet
2. **An assignment** – from Genics Inc. to 1824930 Alberta Ltd.
3. **Credit card payment form PTO 2038** - for trademark assignment fee payment

Thanks,
Nabila Rahman

Nabila Rahman
Administrative Assistant
T 780.448.0600 E nabila@twpatent.ca

 Signature Line

www.thompsonwoodruff.ca

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