

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM462544

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
586674 B.C. Ltd.		04/20/2015	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Chewters Chocolates (1992) Inc.		
Street Address:	2010-1055 W. Georgia Street		
City:	Vancouver		
State/Country:	CANADA		
Postal Code:	V6E 3P3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2123912	SEASHELL TREASURES	
Registration Number:	2904322	HOUSE OF BRUSSELS CHOCOLATES	
Registration Number:	2926189	HOUSE OF BRUSSELS CHOCOLATES	
Registration Number:	3591222	BOTTICELLI	
Registration Number:	4463030	HOUSE OF BRUSSELS CHOCOLATES	
Registration Number:	4576201	COCOA THERAPY	
CORRESPONDENCE DATA			
Fax Number:	2026002261		
<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:	(202) 600-2270		
Email:	aspivak@mosaiclegalgroup.com		
Correspondent Name:	Andrew Spivak c/o Mosaic Legal Group		
Address Line 1:	5185 MacArthur Boulevard, NW, Suite 350		
Address Line 4:	Washington, D.C. 20016-3341		
DOMESTIC REPRESENTATIVE			
Name:	Andrew Spivak c/o Mosaic Legal Group		
Address Line 1:	5185 MacArthur Boulevard, NW, Suite 350		
Address Line 4:	Washington, D.C. 20016-3341		

OP \$165.00 2123912

NAME OF SUBMITTER:	Andrew N. Spivak
SIGNATURE:	/Andrew N. Spivak/
DATE SIGNED:	02/16/2018
Total Attachments: 3 source=586674 - Chewters - Purchase Agreement#page1.tif source=586674 - Chewters - Purchase Agreement#page2.tif source=586674 - Chewters - Purchase Agreement#page3.tif	

ASSET PURCHASE AGREEMENT ASSIGNMENT

THIS AGREEMENT IS dated this 20th day of April, 2015.

BETWEEN:

586674 B.C. LTD., a British Columbia company
(the "Assignor")

AND:

CHEWTERS CHOCOLATES (1992) INC., a British Columbia
company
(the "Assignee");

WHEREAS:

A. Pursuant to an asset purchase agreement dated April 8, 2015, Dynamic Chocolates, ULC and Dynamic Chocolates International, LLC (together "Dynamic") agreed to sell, and the Assignor agreed to purchase, substantially all of the assets of Dynamic (the "Purchase Agreement");

B. The Assignor desires to assign its rights and interests under the Purchase Agreement to the Assignee, and the Assignee has agreed to assume the obligations of the Assignor under the Purchase Agreement, all with the consent of Barrick on the terms and conditions hereof.

NOW THEREFORE IN CONSIDERATION of the mutual covenants herein contained and of other good and valuable consideration, including that provided under the Purchase Agreement (the receipt and sufficiency of which are hereby acknowledged by each of the parties), the parties hereby agree as follows:

1.1 Definitions

Each capitalized term used in this Agreement shall, unless otherwise defined herein, have the meaning ascribed to it in the Purchase Agreement.

1.2 Conveyance

The Assignor hereby grants, sells, transfers, conveys, assigns and sets over to the Assignee all of its estates, rights, titles, interests, claims and demands in and to the Purchase Agreement, and the Assignee hereby accepts such grant, sale, transfer, conveyance and assignment as of and with effect from the date hereof and further agrees to assume all of the Assignor's obligations to Dynamic pursuant to the Purchase Agreement including, without limitation, the obligation to pay the Purchase Price on

the Closing Date (together, such assignment and assumption being referred to as the "Assignment").

1.3 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

1.4 Enurement

This Agreement shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

1.5 Purchase Agreement

This Agreement is an amendment to the Purchase Agreement. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of this Agreement will prevail to the extent of such conflict.

1.6 Counterparts

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties may adopt any signatures received by a receiving fax machine as original signatures of the parties.

1.7 Time of the Essence


Time is of the essence of each provision of this Agreement.

1.8 Further Assurances


Notwithstanding that the Assignor may have executed and delivered to the Assignee certain other documents and instruments of conveyance, each party to this Agreement shall do such acts and shall execute and deliver such further documents, conveyances, deeds, assignments, transfers and the like, and will cause the doing of such acts and will cause the execution of such further documents as are within their power, as the other party may in writing at any time and from time to time reasonably request be done and or executed and delivered, in order to give full effect to the provisions of this Agreement.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

586674 B.C. LTD.

By: 
Name: _____
Title:

CHETWERS CHOCOLATES (1992) INC.

By: 
Name: _____
Title: