

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM487788

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900460804

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
517255 B.C. Ltd.		05/30/2018	Corporation: CANADA

RECEIVING PARTY DATA

Name:	GFR Pharma Ltd.
Street Address:	65 North Bend Street
City:	Coquitlam
State/Country:	CANADA
Postal Code:	V3K 6N9
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	86466539	FITBLISS SHAPE
Serial Number:	87079391	HEMPSOL
Serial Number:	86292765	LABCERT
Serial Number:	76498405	LEAN CLEANSE
Serial Number:	85964492	LEANFIT
Serial Number:	87075167	LOOK GOOD FEEL GOOD BE HEALTHY
Serial Number:	85161634	MUSCLEPUMP
Serial Number:	85923302	PERFECTGREEN
Serial Number:	76412145	SOYFERM
Serial Number:	85231751	VEGANFIT
Serial Number:	87343327	GFR PHARMA
Serial Number:	87344331	GFR INGREDIENTS
Serial Number:	87684767	KETOBLAST
Serial Number:	87184804	PUREST NATURALS
Serial Number:	87420111	WHEY EVERY DAY

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent***TRADEMARK**

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6049371166
Email: critchie@btmlawyers.com
Correspondent Name: Michael A Poznanski
Address Line 1: 530 - 130 Brew Street
Address Line 4: Port Moody, BC, BRITISH COLUMBIA V3H 0E3

ATTORNEY DOCKET NUMBER:	4704-039
NAME OF SUBMITTER:	Michael Poznanski
SIGNATURE:	/MPoznanski/
DATE SIGNED:	08/28/2018

Total Attachments: 5
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ASSET PURCHASE AGREEMENT - TRADEMARKS

THIS AGREEMENT is made as of May ____, 2018.

BETWEEN:

517255 B.C. LTD., a company duly incorporated under the laws of the Province of British Columbia and having a registered and records office at 2300 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “Vendor”)

OF THE FIRST PART

AND:

GFR PHARMA LTD., a company duly incorporated under the laws of the Province of British Columbia and having a registered and records office at 2300 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “Purchaser”)

OF THE SECOND PART

WHEREAS:

A. The Vendor is the owner of the trademarks described in Schedule "A" attached hereto together with all goodwill and moral rights associated therewith, (collectively the "Property"); and

B. The Vendor has agreed to sell and the Purchaser has agreed to purchase the Property from the Vendor on the terms and conditions set forth in this Agreement;

NOW THEREFORE in consideration of the covenants, agreements and warranties hereinafter set forth (the receipt and sufficiency of all consideration is hereby acknowledged by all parties), the parties hereby covenant and agree as follows:

1. **PURCHASE AND SALE**

1.1 **Sale of Interest.** The Vendor hereby sells, assigns and transfers the Property to the Purchaser and the Purchaser hereby purchases the Property from the Vendor.

1.2 **Effective Date.** The sale and assignment of the Property shall for all purposes be effective as of May 30, 2018.

1.3 Representations and Warranties. The Vendor represents and warrants that the Vendor is the beneficial owner of the Property and the Property is free and clear of all encumbrances of every nature and kind whatsoever and is freely saleable and transferable to the Purchaser.

2. CONSIDERATION FOR PURCHASE AND SALE

2.1 Purchase Price. The purchase price of the Property is agreed to be \$1.00 and other good and valuable consideration. The Purchaser will pay all consideration for the Property to the Vendor on the Effective Date.

3. GENERAL PROVISIONS

3.1 Assignment. The Vendor agrees to provide to the Purchaser following the execution of this Agreement with an assignment in respect of each of the items comprising the Property in such form as is required to give effect to the assignment of the Property from the Vendor to the Purchaser.

4. GENERAL PROVISIONS

4.1 HST/GST. The Vendor and the Purchaser shall prepare and, if necessary, file with the appropriate taxation regulatory authority a joint election regarding HST/GST in respect of the transfer of the Property.

4.2 Further Acts. The Vendor and the Purchaser will do all such further acts and things as may be necessary to give effect to the terms and conditions of this Agreement.

4.3 Enurement. This Agreement will enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date and year first above written.

517255 B.C. LTD.

per:



Authorized Signatory

GFR PHARMA LTD.

per:



Authorized Signatory

SCHEDULE "A"

DESCRIPTION OF PROPERTY

Registered Trademarks:

	Canada STATUS	USA STATUS
All-In-One®	TMA961,006 Expires January 25, 2032	
CompleteGreen®	TMA942,129 Expires June 30, 2031	
FitBliss®	TMA887,536 Expires Oct 7, 2029	
FitBliss Radiance®	TMA933,835 Expires April 6, 2031	
FitBliss Shape®	TMA982,449 Expires Oct 10, 2032	86466539 Maintenance Filing April 3, 2023
HempSol®	TMA977,786 Expires Aug 7, 2032	87079391 Maintenance Filing March 13,2023
LabCert®	TMA920,531 Expires Nov 18, 2030	86292765 Maintenance Filing Oct 4, 2021
Lean Cleanse ®	TMA646, 034 Expires Aug 18, 2020	76498405 Maintenance Filing May 13, 2027
LeanFit®	TMA646,101 Expires Aug 18, 2020	85964492 Maintenance Filing Nov 11, 2019
Look Good Feel Good Be Healthy®	TMA978,793 Expires Aug 17, 2032	87075167 Maintenance Filing Jan 30, 2023
MusclePump®	TMA847,230 Expires March 28, 2028	85161634 Maintenance Filing Aug 20, 2018

PerfectGreen®	TMA922,372 Expires Dec 4, 2030	85923302 Maintenance Filing Aug 30, 2021
PowerSeeds®	TMA950,860 Exp. Sept 29, 2031	
PowerStart®	TMA976,182 Expires July 19, 2032	
Soyferm ®	TMA605,248 Expires March 16, 2019	76412145 Maintenance Filing July 13, 2023
VeganFit®	TMA866,915 Expires Dec 9, 2028	85231751 Maintenance filing Jan 5, 2021
INTERNATIONAL	STATUS	COUNTRY
LEANFIT NATURALS® + logo	17317851 Expires Oct 11, 2027	European Union
LEANFIT NATURALS	1854723 Expires Oct 20, 2028	Mexico



Trademark Applications:

	Canada STATUS	USA STATUS
CBD SHOT	1884060 Notice of Filing Feb 20, 2018	
CLEAN LIFE SCIENCES	1816374 Filed Application - Office Action	
COMPLETEGREEN (AUSTRALIA)	1916625 Early Acceptance TM Filing	
FIT NATURALS	1802161 Notice of Approval Jan 17, 2018	
GFR INGREDIENTS	1816476 Office Action Oct 17, 2017	87343327 Office Action June 1, 2017

GFR PHARMA	1816475 Office Action Oct 17, 2017	87343327 Suspension Notice June 1, 2017
KETOBLAST	1867908 Notice of Filing dd Nov 14, 2017	87684767 Office Action March 8, 2018
LEANFIT (CHINA)	TMZC21934153CSGG Notice of Approval Nov 6, 2017	Registered
LEANFIT (SOUTH KOREA)	40-2017-0127265 Notice of Publication March 7, 2018	
LEANFIT NATURALS (AUSTRALIA)	1879092 Notice of Acceptance March 12, 2018	
PROBIO IMMUNE	1833803 Office Action March 29, 2018	
PUREST NATURALS		87184804 Office Action Jan 1, 2017
THC SHOT	1884057 Notice of Filing Feb 20, 2018	
WHEY EVERY DAY	1833800 Office Action March 29, 2018	87420111 Office Action Aug 4, 2017

