

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522626

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/31/2018

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
LBI Brands, Inc.		04/17/2019	Corporation: CANADA

RECEIVING PARTY DATA

Name:	Revolution Resource Recovery Inc.
Street Address:	1500 - 1055 West Georgia Street
City:	Vancouver
State/Country:	CANADA
Postal Code:	V6E 4N7
Entity Type:	Corporation: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	5176709	DRINK HAPPY
Registration Number:	5176696	SWEAT HAPPY
Registration Number:	4190816	LEADINGBRANDS
Registration Number:	4538223	LIVE HAPPY
Registration Number:	4538167	NEUROGENESIS HAPPY WATER
Registration Number:	4529831	NEUROGENESIS
Registration Number:	4526049	HAPPY WATER
Registration Number:	3317104	TRUEBLUE
Registration Number:	3555237	PUREBLUE

CORRESPONDENCE DATA

Fax Number: 2142000558

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: 2146515066

Email: jeff.becker@haynesboone.com

Correspondent Name: Jeffrey M. Becker c/o Haynes and Boone

Address Line 1: 2323 Victory Avenue, Suite 700

Address Line 4: Dallas, TEXAS 75219

OP \$240.00 5176709

ATTORNEY DOCKET NUMBER:	53740.2_08287
NAME OF SUBMITTER:	Jeffrey M. Becker
SIGNATURE:	/Jeffrey M. Becker/
DATE SIGNED:	05/08/2019

Total Attachments: 14

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INTELLECTUAL PROPERTY ASSIGNMENT

This assignment agreement (“**Agreement**”) is made with effect as of October 31, 2018 (the “**Effective Date**”) and dated April 17, 2019.

BY: **LBI BRANDS, INC.**, a corporation incorporated under the laws of British Columbia with an incorporation number of BC0531160 and having an address at 19500 56th Avenue, Surrey, British Columbia, V3S 6K4

(“**LBI**”)

IN FAVOUR OF: **REVOLUTION RESOURCE RECOVERY INC.**, a corporation incorporated under the laws of Canada with an incorporation number of 932331-7 and having an address at 1500 – 1055 West Georgia Street, Vancouver, British Columbia, Canada, V6E 4N7

(“**RRR**”)

CONTEXT:

- A. LBI is the legal and beneficial owner of the Inventions (defined hereinafter) and the Trademarks (defined hereinafter);
- B. RRR is desirous of acquiring and having assigned to it, the full right, title, and interest in, to, and associated with the Inventions and Trademarks and in and to any Letters Patent or equivalent documentation and registrations that may be granted therefor in any and all countries and jurisdictions; and
- C. LBI is desirous of assigning to RRR the full right, title, and interest in, to, and associated with the Inventions and Trademarks and in and to any Letters Patent or equivalent documentation and registrations that may be granted therefor in any and all countries and jurisdictions;

NOW, THEREFORE, in consideration of the foregoing premises, and of the sum of ten Canadian dollars (\$10.00 CAD) and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LBI and RRR agree as follows:

1. Definitions

In this Agreement, in addition to terms defined elsewhere in this Agreement, the following terms have the following meanings:

- 1.1. “**Inventions**” means any inventions, arts, processes, machines, articles of manufacture, compositions of matter, business methods, formulae, developments and improvements,

whether or not patented or the subject of an application for patent and whether or not patentable, methods and processes for making any of them, and related documentation (whether in written or electronic form) and know-how, owned by LBI and contemplated under this Agreement;

- 1.2. “**Trademarks**” means any trade-marks, design marks, logos, service marks, certification marks, official marks, trade names, business names, corporate names, trade dress, distinguishing guises, slogans, meta tags, keywords, adwords and other characters, brand elements or other distinguishing features used in association with goods or services, whether or not registered or the subject of an application for registration and whether or not registrable, and any and all associated goodwill therein, owned by LBI and contemplated under this Agreement.

2. Assignment

2.1. As of the Effective Date:

- 2.1.1. LBI hereby sells, assigns, and transfers to RRR all of LBI’s right, title, and interest throughout the world in, to, and associated with the Inventions, worldwide, and any and all patent applications for the Inventions in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisions, extensions, continuations, continuations-in-part, provisionals, non-provisionals, substitutions, and renewals thereof, and any and all Letters Patent granted for the Inventions in any and all countries and jurisdictions, and any renewals, reissues, re-examinations, or extensions of the Letters Patent, examples of which are provided in **Schedule “A”** of this Agreement.
- 2.1.2. LBI hereby sells, assigns, and transfers to RRR all of LBI’s right, title, and interest throughout the world in, to, and associated with the Trademarks, worldwide, any and all trademark applications for the Trademarks in all countries and jurisdictions and under all conventions and treaties, including the right to claim for any and all applications any priority rights to which such applications are entitled under conventions, treaties or otherwise, and all divisionals, extensions, and renewals thereof, and any and all registrations granted for the Trademarks in any and all countries and jurisdictions, and any extensions or renewals thereof, examples of which are provided in **Schedule “B”** of this Agreement.
- 2.1.3. LBI hereby sells, assigns, and transfers to RRR the exclusive right to bring or participate in any proceeding for past infringement or any other actionable right under Subsections 2.1.1 and 2.1.2, and to receive all remedies that arise therefrom, as fully and entirely as the same would have been held by LBI had this sale, assignment, and transfer not been made.
- 2.1.4. RRR hereby accepts the sale, assignment, and transfer granted in Subsections 2.1.1, 2.1.2, and 2.1.3 above.

3. General

- 3.1. LBI agrees that it will communicate to RRR or its representatives any facts known to it respecting the Inventions and Trademarks, and testify in any legal proceeding, sign all lawful papers, execute all papers relating to all applications and registrations thereof, execute all necessary assignment papers to cause any and all of said Inventions and Trademarks to be issued to RRR, make all rightful oaths, and, generally make commercially reasonable efforts to aid RRR, its successors and assigns, to obtain and enforce proper protection for the Inventions and Trademarks in any and all countries and jurisdictions.
- 3.2. This Agreement is governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province.
- 3.3. This Agreement may be executed and delivered in any number of counterparts by original signature or electronic copy thereof, and each executed counterpart will be deemed to be an original, and such counterparts will together constitute one and the same document.

LBI has executed and delivered this Agreement with effect as of and dated April 17, 2019.

Authorized Signatory:



LBI BRANDS, INC.

By: RALPH D. McRAE

Title: CEO

RRR has executed and delivered this Agreement as of the Effective Date.

Authorized Signatory:



REVOLUTION RESOURCE
RECOVERY INC.

By: RALPH D. McRAE

Title: CEO

CERTIFICATE OF EXECUTION BY LBI BRANDS, INC.

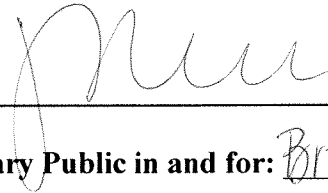
I CERTIFY that on the 17th day of April 2019, Ralph McRae, who is personally known to me, appeared before me and acknowledged to me that:

1. he is an authorized signatory of LBI BRANDS, INC.;
2. he is the individual who subscribed his name to the attached Agreement on behalf of LBI BRANDS, INC.;
3. he was authorized to execute said Agreement on behalf of LBI BRANDS, INC.; and
4. LBI BRANDS, INC. was a corporation in existence at the date that the Agreement was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, BC, this 17th day of April 2019.

Notarial Seal:

Signature of Notary Public



A Notary Public in and for: British Columbia

My Commission Expires: N/A

Joanna R. Dawson
Barrister and Solicitor
McMillan LLP
1500 - 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.689.9111
f 604.685.7084

CERTIFICATE OF EXECUTION BY REVOLUTION RESOURCE RECOVERY INC.


I CERTIFY that on the 17th day of April 2019, Ralph McRae, who is personally known to me, appeared before me and acknowledged to me that:

1. he is an authorized signatory of REVOLUTION RESOURCE RECOVERY INC.;
2. he is the individual who subscribed his name to the attached Agreement on behalf of REVOLUTION RESOURCE RECOVERY INC.;
3. he was authorized to execute said Agreement on behalf of REVOLUTION RESOURCE RECOVERY INC.; and
4. REVOLUTION RESOURCE RECOVERY INC. was a corporation in existence at the date that the Agreement was so executed.

IN TESTIMONY of which I set my hand and seal of office at Vancouver, BC, this 17th day of April 2019.

Notarial Seal:

Signature of Notary Public



A Notary Public in and for: British Columbia

My Commission Expires: N/A

Joanna R. Dawson
Barrister and Solicitor
McMillan LLP
1500 – 1055 West Georgia Street
PO Box 11117
Vancouver, BC V6E 4N7
t 604.689.9111
f 604.685.7084

SCHEDULE "A"

INVENTIONS

Jur.	Title	App. No	Reg. No.	Status
Canada	Water Box Apparatus and Method	2,893,392	2,893,392	Registered Maintenance Fee due 2019-05-29
Canada	Water Box Apparatus and Method	2,952,085	Not available yet	Pending Maintenance Fee due 2019-05-29 Divisional of CA 2,893,392
Mexico	Water Box Apparatus and Method	2015011168	Not available yet	Pending
USA	Water Box Apparatus and Method	14/726,740	9,862,532	Registered Maintenance Fee due 2021-07-09
USA	Water Box Apparatus and Method	15/833,461	10,131,480	Registered Maintenance Fee due 2022-05-20 Continuation of US 14/726,740
USA	Water Box Apparatus and Method	16/193,471	Not available yet	Pending Continuation of US 15/833,461

SCHEDULE "B"**TRADEMARKS**

The bolded entries below represent the trademark applications/registrations that remain in good standing and/or in force.

Canada


Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
WATER YOU MADE OF	1680832	2014-06-11	TMA909,950	2015-07-30
WHAT ARE YOU MADE OF?	1668510	2014-03-18	TMA909,781	2015-07-29
DRINK HAPPY	1667247	2014-03-11	-	-
SWEAT HAPPY	1661989	2014-01-31	-	-
HAPPY BEER	1661001	2014-01-24	-	-
NEURO	1573978	2012-04-19	-	-
LIQUID POTENTIAL	1569497	2012-03-20	-	-
THINK IT. DRINK IT. REPEAT.	1567955	2012-03-09	-	-
LEADINGBRANDS	1565707	2012-02-24	TMA859,822	2013-09-10
LIVE HAPPY	1558358	2012-01-03	TMA918,828	2015-10-29
NEUROGENESIS HAPPY WATER	1546499	2011-10-03	TMA858,549	2013-08-26
PLACEBO EFFECT	1546118	2011-10-03	-	-
PLACEBO	1546117	2011-10-03	-	-
DARKBLUE	1520872	2011-03-25	-	-
HAVE YOU HAD YOUR SMART BERRIES TODAY?	1513259	2011-01-31	-	-
NEUROGENESIS	1513258	2011-01-31	TMA845,632	2013-03-08
PUREPINK	1512323	2011-01-24	-	-
TRUEBLACK	1512322	2011-01-24	TMA820194	2012-03-20
TRUERED	1507503	2010-12-13	-	-

HAPPY WATER	1492050	2010-08-12	TMA850,598	2013-05-10
CAESAR'S CAESAR COCKTAIL	1449655	2009-08-26	TMA771,706	2010-07-12
PUREGREEN	1446472	2009-07-29	-	-
CREATIVE JUICES	1442334	2009-06-22	-	-
PUREINDIGO	1422369	2008-12-18	-	-
PUREWHITE	1422365	2008-12-18	TMA772,365	2010-07-19
PUREBLACK	1422364	2008-12-18	TMA772,297	2010-07-19
PURERED	1417849	2008-11-12	TMA774,990	2010-08-19
UNWINE	1416596	2008-10-31	TMA798,389	2011-05-25
HAVE YOU HAD YOUR BLUEBERRIES TODAY?	1383996	2008-02-20	TMA754,276	2009-12-01
DIE HARD	1376307	2007-11-26	-	-
FINISH STRONG	1375125	2007-11-26	-	-
OPTIMUS	1365519	2007-09-20	-	-
SPORT RX	1365518	2007-09-20	-	-
STOKED ENERGY & DESIGN	1356052	2007-07-17	TMA720,762	2008-08-13
INFINITE HEALTH	1320899	2006-10-19	TMA703,836	2007-12-27
BABYBLUE	1251434	2005-03-21	TMA770,638	2010-06-23
LITEBLUE	1251433	2005-03-21	TMA657,081	2006-01-20
STOKED	1235092	2004-10-26	TMA689,829	2007-06-14
PUREBLUE	1230711	2004-09-17	TMA730,381	2008-12-08
TRUEBLUE	1230710	2004-09-17	TMA643,083	2005-06-27
BRAND X ORIGINALS	1223810	2004-07-15	TMA644,506	2005-07-15
BRAND X ORIGINALS & DESIGN	1223808	2004-07-15	TMA644,327	2005-07-14
INFINITY	1213870	2004-04-19	TMA633,097	2005-02-17

SOY20	1189926	2003-09-05	TMA633,295	2005-02-21
JOHNNY'S ROADSIDE	1016012	1999-05-18	TMA563842	2002-06-20
CAESAR'S BLOODY CAESAR	0892103	1998-09-30	TMA523,233	2000-02-16
COOL CANADIAN & DESIGN	0781848	1995-05-02	TMA525,557	2000-03-22
COUNTRY HARVEST	0715206	1992-10-21	TMA420,398	1993-12-03
CAESAR'S CAESAR COCKTAIL	0516638	1984-02-09	TMA339,883	1988-05-06

United States

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
WATER YOU MADE OF	86291679	2014-05-26	-	-
WHAT ARE YOU MADE OF?	86220854	2014-05-13	-	-
DRINK HAPPY	86216870	2014-03-10	5,176,709	2017-04-04
SWEAT HAPPY	86180223	2014-01-30	5,176,696	2017-04-04
LEADINGBRANDS	85550617	2012-02-23	4,190,816	2012-08-14
PLACEBO	85410787	2011-08-30	-	-
LIQUID POTENTIAL	85566579	2012-03-12	-	-
THINK IT. DRINK IT. REPEAT.	85561192	2012-03-06	-	-
PLACEBO EFFECT	85415398	2011-09-06	-	-
DARKBLUE	85256679	2011-03-03	-	-
TRUEBLACK	85220390	2011-01-18	-	-
TRUERED	85187730	2010-11-30	-	-
LIVE HAPPY	85505546	2011-12-29	4,538,223	2014-05-27
NEUROGENESIS HAPPY WATER	85410783	2011-08-30	4,538,167	2014-05-27
HAVE YOU HAD YOUR SMART BERRIES TODAY?	85224809	2011-01-24	-	-

PUREPINK	85223186	2011-01-21	-	-
NEUROGENESIS	85105978	2010-08-12	4,529,831	2014-05-13
HAPPY WATER	85104978	2010-08-11	4,526,049	2014-05-06
LITEBLUE	78598585	2005-03-30	3,181,832	2006-12-05
BABYBLUE	78598581	2005-03-30	-	-
STOKED	78522856	2004-11-24	-	-
TRUEBLUETINI	78522847	2004-11-24	-	-
TRUEBLUE	78485661	2004-09-17	3,317,104	2007-10-23
BRAND X ORIGINALS	78488669	2004-09-23	-	-
BRAND X ORIGINALS	78488662	2004-09-23	-	-
PUREBLUE	78485664	2004-09-17	3,555,237	2008-12-30
SOY20	78295721	2003-09-03	3,161,509	2006-10-24
CAESAR'S BLOODY CAESAR	78274069	2003-07-14	-	-
CAESAR'S CAESAR COCKTAIL	78274065	2003-07-14	-	-
PUREWHITE	77633297	2008-12-15	3,832,620	2010-08-10
PUREBLACK	77633294	2008-12-15	3,758,956	2010-03-09
PURERED	77610236	2008-11-07	3,758,808	2010-03-09
PUREGREEN	77730927	2009-05-09	-	-
PUREINDIGO	77633312	2008-12-15	-	-
STOKED	77112882	2007-02-21	3,696,294	2009-10-13
HAVE YOU HAD YOUR BLUEBERRIES TODAY?	77390485	2008-02-06	3,488,513	2008-08-19
	77158881	2007-04-17	3,402,796	2008-03-25
INFINITE HEALTH	77025242	2006-10-19	3,349,150	2007-12-04

POWERBLUE	77372402	2008-01-15	-	-
DIE HARD	77318041	2007-10-31	-	-
FINISH STRONG	77314524	2007-10-26	-	-
OPTIMUS	77201352	2007-06-08	-	-
SPORT RX	77201350	2007-06-08	-	-
GET STOKED	77167464	2007-04-27	-	-
JOHNNY'S	75739894	1999-06-30	-	-

China

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
BABYBLUE	8375895	June 9, 2010	8375895	June 21, 2011
BABYBLUE (Chinese Characters) 宝贝蓝	8384115	June 11, 2010	8384115	June 28, 2011
LEADINGBRANDS	10527900	Feb. 24, 2012	10527900	April 14, 2013
LEADINGBRANDS	10527901	Feb. 24, 2012	10527901	April 21, 2013
LEADINGBRANDS (Chinese Characters) 丽顶深莓	10527898	Feb. 24, 2012	10527898	April 14, 2013
LEADINGBRANDS (Chinese Characters) 丽顶深莓	10527899	Feb. 24, 2012	10527899	April 21, 2013
HappyWater	14562787	May 26, 2014	14562787	July 7, 2015
TRUEBLUE	4966360	Oct. 27, 2005	4966360	Sept. 14, 2008

European Union

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
TRUEBLACK	010664035	Feb. 22, 2012	010664035	July 3, 2012
TRUEBLUE	005548912	Dec. 12, 2006	005548912	July 11, 2007

Hong Kong

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
CANADABLACK	302280735	June 11, 2012	302280735	Feb. 6, 2013
CANADABLUE	302280717	June 11, 2012	302280717	Feb. 6, 2013
CANADARED	302280726	June 11, 2012	302280726	Feb. 15, 2013
HAPPY WATER	302593242	April 29, 2013	302593242	Oct. 2, 2015
NEUROGENESIS HAPPY WATER	302632752	June 7, 2013	302632752	Jan. 30, 2014
TRUEBLUE	300525997	Nov. 8, 2005	300525997	Mar. 16, 2006

Japan


Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
HAPPY WATER	2014-003280	Jan. 20, 2014	5675682	June 6, 2014
LIVE HAPPY	2012-018234	March 9, 2012	5512007	Aug. 3, 2012
NEURO	2012-032705	April 24, 2012	5523077	Sept. 21, 2012
NEUROGENESIS HAPPY WATER	2011-090191	Dec. 15, 2011	5486969	April 13, 2012
PLACEBO	2011-090192	Dec. 15, 2011	5498512	June 1, 2012
PLACEBO EFECT	2011-090193	Dec. 15, 2011	5498514	June 1, 2012
PUREBLACK	2011-024352	April 6, 2011	5446883	Oct. 28, 2011
PUREBLUE	2011-024350	April 6, 2011	5446881	Oct. 28, 2011

PURERED	2011-024351	April 6, 2011	5446882	Oct. 28, 2011
TRUEBLUE	2005-93529	Oct. 6, 2005	4961874	June 16, 2006

Singapore

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
CANADABLACK	T1208336I	June 12, 2012	T1208336I	Nov. 29, 2012
CANADABLUE	T1208331H	June 12, 2012	T1208331H	Nov. 29, 2012
CANADARED	T1208335J	June 12, 2012	T1208335J	Nov. 29, 2012

South Korea

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
HAPPY WATER	4020140011175	Feb. 18, 2014	4011105980000	June 8, 2015
LIVE HAPPY	4020140045184	July 4, 2014	4011023140000	April 27, 2015
	4020130065680	Oct. 6, 2013	4011018030000	April 23, 2015
PLACEBO	4020120000108	Jan. 2, 2012	4009969720000	Sept. 25, 2013
PLACEBO EFFECT	4020120000109	Jan. 2, 2012	4009884660000	Aug. 13, 2013

Taiwan

Trademark	App. No.	Filing Date	Reg. No.	Reg. Date
CANADABLACK	101032698	June 11, 2012	1558163	Jan. 1, 2013
CANADABLUE	101032697	June 11, 2012	1558162	Jan. 1, 2013
CANADARED	101032696	June 11, 2012	1558161	Jan. 1, 2013
NEUROGENESIS HAPPY WATER	100064529	Dec. 15, 2011	1525669	July 1, 2012

<small>NEUROGENESIS</small> HappyWater	104036913	June 26, 2015	1753446	Feb. 1, 2016
PLACEBO	100064528	Dec. 15, 2011	1535577	Sept. 1, 2012
PLACEBO EFFECT	100064530	Dec. 15, 2011	1535578	Sept. 1, 2012
TRUEBLUE	094046711	Sept. 29, 2005	1214756	June 16, 2006

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RECORDED: 05/08/2019

TRADEMARK
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