

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526708

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	CHANGE OF NAME		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Overwaitea Food Group Limited Partnership		07/09/2018	Limited Partnership: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Save-On-Foods Limited Partnership		
<b>Street Address:</b>	19855 - 92A Avenue		
<b>City:</b>	Langley, BC		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V1M 3B6		
<b>Entity Type:</b>	Limited Partnership: CANADA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3697334	URBAN FARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4237858480		
<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>			
<b>Phone:</b>	4237566600		
<b>Email:</b>	doug.johnson@millermartin.com		
<b>Correspondent Name:</b>	Douglas T. Johnson		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1200 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>ATTORNEY DOCKET NUMBER:</b>	08367-0102		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Douglas T. Johnson		
<b>Address Line 1:</b>	832 Georgia Avenue		
<b>Address Line 2:</b>	Suite 1200 Volunteer Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402-2289		
<b>NAME OF SUBMITTER:</b>	Douglas T. Johnson		
<b>SIGNATURE:</b>	/Douglas T. Johnson/		

CH \$40.00 3697334

<b>DATE SIGNED:</b>	06/06/2019
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**Total Attachments: 4**

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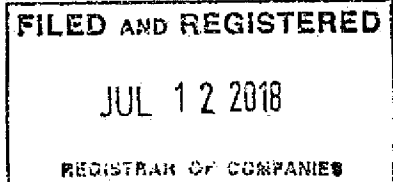
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AMENDED

LP 377316



Sixth AMENDED CERTIFICATE OF LIMITED PARTNERSHIP

(Pursuant to Section 51 of the *Partnership Act*, (R.S.B.C., 1996 (the "Act"))

**SAVE-ON-FOODS LIMITED PARTNERSHIP**

(Formerly, OVERWAITEA FOOD GROUP LIMITED PARTNERSHIP)

Each of the undersigned does hereby certify that it has entered into an agreement (the "**Limited Partnership Agreement**") as General Partner with another partner as Limited Partner dated for reference July 26, 2004, as amended, and that with the two other partners have formed a limited partnership (the "**Partnership**") pursuant to the laws of the Province of British Columbia and pursuant to sections 51(2) and 51(4) of the Act and now files this amended Certificate of Limited Partnership pursuant to section 70 (1) of the Act.

1. **Name:** The business name under which the Partnership is to be conducted is "**Save-On-Foods Limited Partnership**" (formerly, "Overwaitea Food Group Limited Partnership").
2. **Nature of Business:** The general nature of the business carried on by the Partnership is retail and wholesale food sales.
3. **General Partners:**
  - Save-On-Foods Ltd.** (formerly, Overwaitea Food Group Ltd.)  
19855 – 92A Avenue  
Langley, BC  
V1M 3B6
  - Save-On-Foods Pharmacies Ltd.** (formerly, Overwaitea Pharmacies Ltd.)  
1800 – 1067 West Cordova Street  
Vancouver, BC V6C 1C7
  - Great Pacific Industries Inc.**  
1800 – 1067 West Cordova Street  
Vancouver, BC V6C 1C7
4. **Term:** The Limited Partnership is to continue for a term beginning on the date of the filing of the Limited Partnership Certificate pursuant to the Act, and ending on January 31, 2050 or as sooner terminated pursuant to the provisions of the Limited Partnership Agreement.

5. **Aggregate Amount of Contribution:** The initial Limited Partners, Great Pacific Industries Inc. ("GPII") and Cooper Market Ltd. ("CML"), each contributed [REDACTED] to the Partnership.

On December 26, 2004, GPII contributed to the Partnership certain of its property and assets used in connection with its Overwaitea Food Group business and granted a non-exclusive license to the Partnership to use certain fixed assets of such business, having an aggregate fair market value of [REDACTED], less certain associated liabilities.

On December 26, 2004, CML contributed to the Partnership certain of its property and assets used in connection with its Coopers Foods business having an aggregate fair market value of [REDACTED], less associated liabilities.

On December 5, 2005, GPII contributed to the Partnership [REDACTED] in accordance with the terms and conditions of a Transfer of Beneficial Interest Agreement dated as of December 11, 2005 by and among GPII and the Partnership.

On January 30, 2006, CML was wound-up into GPII, its parent company, and as a result GPII acquired CML's 7.64% interest in the Partnership making GPII the only Limited Partner.

On March 26, 2006, GPII contributed to the Partnership \$1.00 in accordance with the terms and conditions of a Transfer of Beneficial Agreement Interest dated as of March 26, 2006 by and among GPII and the Partnership.

On May 1, 2007 Overwaitea Pharmacies Ltd. contributed [REDACTED] and has been added as a general partner and GPII has converted all but 0.01% of its limited partnership interest to a general partnership interest.

On June 27, 2018 the General Partner "Overwaitea Pharmacies Ltd." changed its name to "Save-On-Foods Pharmacies Ltd."

On July 9, 2018 the General Partner "Overwaitea Food Group Ltd." changed its name to "Save-On-Foods Ltd."

On July 9, 2018 the Limited Partnership changed its name from "Overwaitea Food Group Limited Partnership" to "Save-On-Foods Limited Partnership".

6. **Additional Contributions:** In the event that additional capital is required to fulfil the Partnership's obligations, the General Partners shall notify the Limited Partner(s) and the Limited Partner(s) may, but have no obligation to, contribute their respective proportionate share of the additional capital in accordance with their Partnership Interests (either in dollars or by way of asset transfer).

7. **Participation In Profit:** The share of the profits or other compensation by way of income which any Limited Partner is entitled to receive on its contribution to the Partnership is that portion of 0.01% of such profits or other compensation in proportion to their percentage Profit Participation Interest (which Interests are determined based

upon the relative value of the business contributed to the Partnership by the Partners). The remaining 99.99% of the allocation will be allocated to the General Partners as set out in the Limited Partnership Agreement. The losses of the Partnership shall be allocated entirely to the General Partner(s) in proportion to their respective percentage Profit Participation Interest at the end of the fiscal year of the Partnership.

8. **Return of Contributions:** No Partner is entitled to the return of its capital contribution other than on dissolution, winding up or liquidation of the Partnership.
9. **Substitute an Assignee:** A Partner may assign its interest in the Partnership upon prior written consent of the General Partners and the Limited Partner(s) or as may be approved by all of the limited partners.
10. **Additional Limited Partners:** Additional Partners may be added with the consent of all existing Partners.
11. **Priority:** No Partnership Interest shall have any right in any circumstances over any other Partnership Interest.
12. **Right of Limited Partner to Receive Non-Cash Distributions:** Upon dissolution of the Partnership, the Partner(s) may approve the distribution of all assets of the Partnership in kind or in *specie*, in which event, each Partner shall, subject to the provisions of the Limited Partnership Agreement, be entitled to receive an undivided interest in each and every asset of the Partnership in accordance with its proportionate Partnership Interest at the date of dissolution.
13. **Retirement, Removal and Replacement of General Partner and Continuation of the Business:** Subject to the provisions of the Limited Partnership Agreement, the Partnership shall not be dissolved or terminated by the removal, actual or deemed resignation, death, incompetence, bankruptcy, insolvency, other disability or incapacity, dissolution, liquidation, winding up or receivership, or the admission, resignation or withdrawal of all of the General Partners.

Any General Partner may resign as such on not less than thirty (30) days notice to the Limited Partner(s) and the resignation will become effective immediately if there is a remaining General Partner at such time, but otherwise if there is no remaining General Partner at such time shall become effective on the earlier of: (a) the vote of the Limited Partner(s), by Special Resolution, to continue the Partnership and to the appointment of a new General Partner, and (b) the expiry of the thirty (30) day period. If no new General Partner has been appointed by the time the resignation becomes effective, and there is no remaining General Partner at such time, the Partnership will be dissolved. In the event of the bankruptcy, dissolution, liquidation or winding-up of the General Partner or the appointment of a trustee, receiver or receiver-manager of the affairs of the General Partner, the General Partner will be deemed to resign as General Partner effective immediately if there is a remaining General Partner at such time, but otherwise if there is no remaining General Partner at such time shall become effective on the earlier of (a) the admission of a new General Partner to the Partnership by Special Resolution, and (b) the 180th day after the occurrence of such event or appointment. A General Partner may be

removed as a General Partner by Special Resolution provided, however, if there is no remaining General Partner at such time, the resolution also admits a new General Partner to the Partnership as a replacement.

Certified to be correct and dated at the City of Vancouver, Province of British Columbia, this 9th day of July, 2018.

BY THE GENERAL PARTNERS

**SAVE-ON-FOODS LTD.**

(formerly OVERWAITEA FOOD GROUP LTD.)

By: 

Nick Desmarais, Secretary

**SAVE-ON-FOODS PHARMACIES LTD.**

(formerly OVERWAITEA PHARMACIES LTD.)

By: 

Nick Desmarais, Secretary

**GREAT PACIFIC INDUSTRIES INC.**

By: 

Nick Desmarais, Secretary