

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM767595

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Refresh Financial Inc.		02/09/2021	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Borrowell Inc.		
Street Address:	1 University Ave.		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5J 2P1		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5445754	REFRESH FINANCIAL	
CORRESPONDENCE DATA			
Fax Number:	5135796457		
<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:	5135621401		
Email:	mhurst@kmklaw.com		
Correspondent Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	CINCINNATI, OHIO 45202-3752		
DOMESTIC REPRESENTATIVE			
Name:	J. Michael Hurst		
Address Line 1:	One East Fourth Street, Suite 1400		
Address Line 4:	CINCINNATI, OHIO 45202		
NAME OF SUBMITTER:	J. Michael Hurst		
SIGNATURE:	/j. michael hurst/		
DATE SIGNED:	11/14/2022		
Total Attachments: 11			
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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (the "Agreement") is made as of the 9th day of February, 2021,

BETWEEN:

BORROWELL INC., a corporation formed under the laws of Canada
(the "**Purchaser**")

- and -

REFRESH FINANCIAL INC., a corporation formed under the laws of
the Province of Alberta (the "**Vendor**")

WHEREAS:

- A. The Purchaser, the Vendor, 12560721 Canada Inc., Refresh Financial Holdco Inc., Refresh Capital Corp., TCG Capital Inc. and Modeno Holdings Corp. are parties to a Share and Asset Purchase Agreement dated December 14, 2020 (the "**Purchase Agreement**");
- B. Pursuant to the Purchase Agreement, the Purchaser agreed to purchase and the Vendor agreed to sell all of the Vendor's right, title and interest in and to the RFI Purchased Assets (as defined in the Purchase Agreement) of the Vendor, on and subject to the terms and conditions of the Purchase Agreement; and
- C. Pursuant to the Purchase Agreement, the Vendor and the Purchaser are required to execute and deliver this Agreement.

NOW THEREFORE, in consideration of the payments and other consideration provided for in the Purchase Agreement (the receipt and sufficiency of which are hereby acknowledged), and of the mutual covenants contained herein, the Purchaser and the Vendor covenant and agree as follows:

- 1. Any capitalized term used and not otherwise defined herein shall have the meaning assigned to such term in the Purchase Agreement.
- 2. The Vendor hereby sells, assigns, transfers, delivers and conveys to the Purchaser all of the right, title and interest of the Vendor in and to RFI Purchased Assets of the Vendor.
- 3. Subject to the terms and conditions of the Purchase Agreement, as at and from the date hereof, the Purchaser hereby assumes the RFI Assumed Liabilities and undertakes to pay, satisfy, discharge, perform and fulfill the RFI Assumed Liabilities.
- 4. The Vendor hereby represents and warrants that the Vendor is the owner of and has good and marketable title to all of the RFI Purchased Assets free and clear of all Liens, and has good right to sell, assign, transfer, convey and deliver its right, title and interest in the RFI Purchased Assets to the Purchaser in the manner aforesaid.
- 5. Each party shall from time to time hereafter, at the reasonable request of the other party, make, do, execute and deliver, or cause to be made, done, executed and delivered, all such further acts,

instruments and assurances as such other party may reasonably request to more effectually implement and carry out the true intent and meaning of this Agreement.

6. This Agreement is made in accordance with and is subject to the terms and conditions of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the Purchase Agreement shall prevail.
7. This Agreement may be executed in several counterparts (by original, facsimile, pdf or other electronic signature), each of which when so executed shall be deemed to be an original and each of such counterparts, if executed by each of the parties, shall constitute a valid and enforceable agreement among the parties.
8. This Agreement shall be binding upon and shall enure to the benefit of each of the parties hereto and their respective trustees, receivers, receiver-managers, successors and assigns.
9. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably and unconditionally consent to and submit to the exclusive jurisdiction of the courts of the Province of Ontario for any actions, suits or proceedings arising out of or relating to this Agreement or the matters contemplated hereby

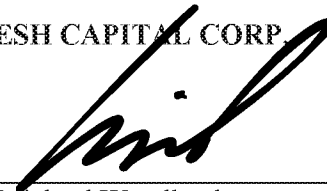
[Remainder of page left intentionally blank. Signature page to follow]

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the date first written above.

12560721 CANADA INC.

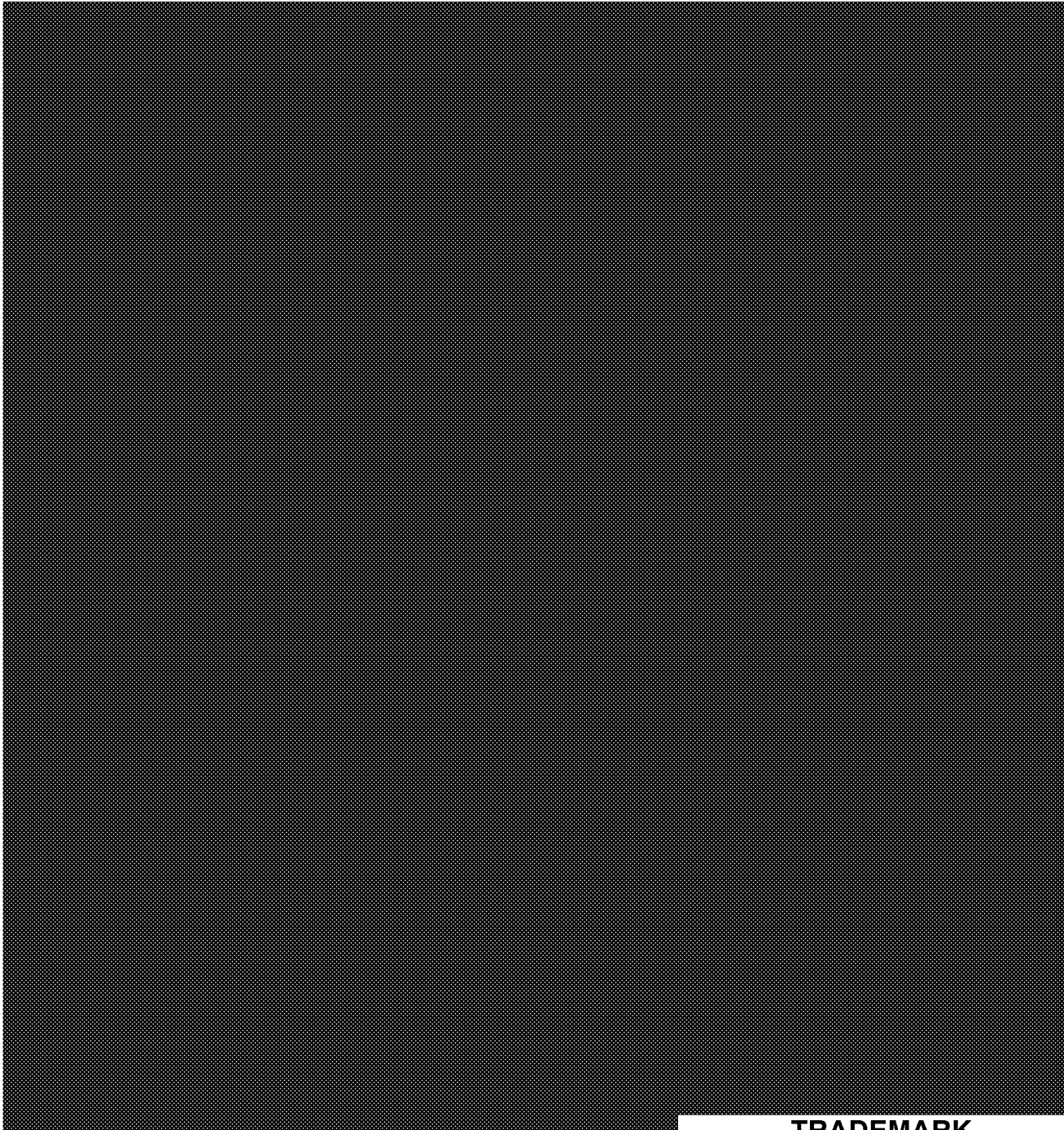
Per: Andrew Graham
Name: Andrew Graham
Title: CEO

REFRESH CAPITAL CORP.

Per: 
Name: Michael Wendland
Title: CEO

SHARE AND ASSET PURCHASE AGREEMENT

This **SHARE AND ASSET PURCHASE AGREEMENT** (this “**Agreement**”), dated as of December 14, 2020, is made by and among Borrowwell Inc., a corporation existing under the *Canada Business Corporations Act* (“**Parent**”), 12560721 Canada Inc., a corporation existing under the *Canada Business Corporations Act* (British Columbia) (“**Buyer**”), Refresh Financial Holdco Inc., a corporation existing under the *Business Corporations Act* (British Columbia) (the “**Company**”), Refresh Capital Corp., a corporation existing under the *Business Corporations Act* (Alberta) (“**RCC**”), Refresh Financial Inc. (“**RFI**” and together with the Company and RCC, “**Sellers**”), TCG Capital Inc. (the “**Sponsor**”) and Modeno Holdings Corp. (together with the Sponsor, the “**Management Parties**”). Sellers, the Management Parties, Parent and Buyer shall be referred to herein from time to time collectively as the “**Parties**” and individually as a “**Party**”.



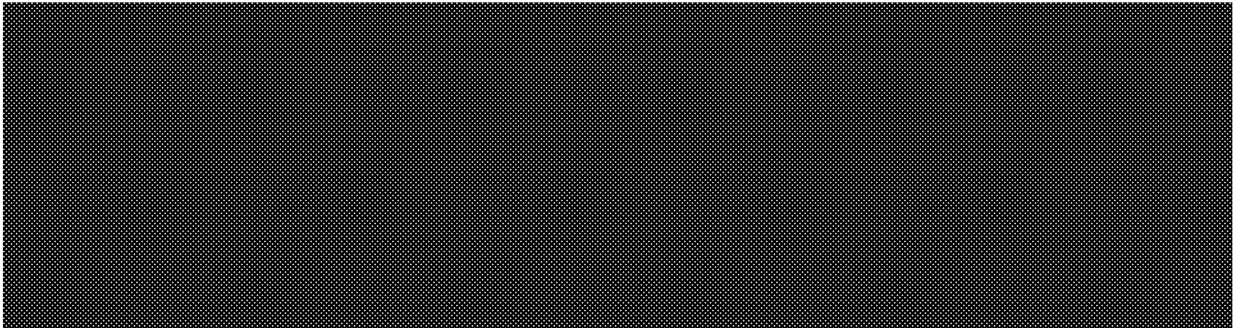
“Intellectual Property Rights” means any and all intellectual property and proprietary rights arising under the Laws in any jurisdiction, including the following: (i) all patents and patent applications, including any reissues, divisionals, continuations, continuations-in-part and extensions and counterparts thereof; (ii) registered and unregistered trademarks, service marks, trade dress, trade names, brand names, logos, slogans and Internet domain names, social media identifiers and accounts, and registrations, applications for registration and renewals thereof, together with all of the goodwill associated with any of the foregoing; (iii) industrial designs and copyrights (including rights in Software) and registrations, applications for registration, and renewals thereof; and (iv) trade secrets, confidential and proprietary know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary business information.

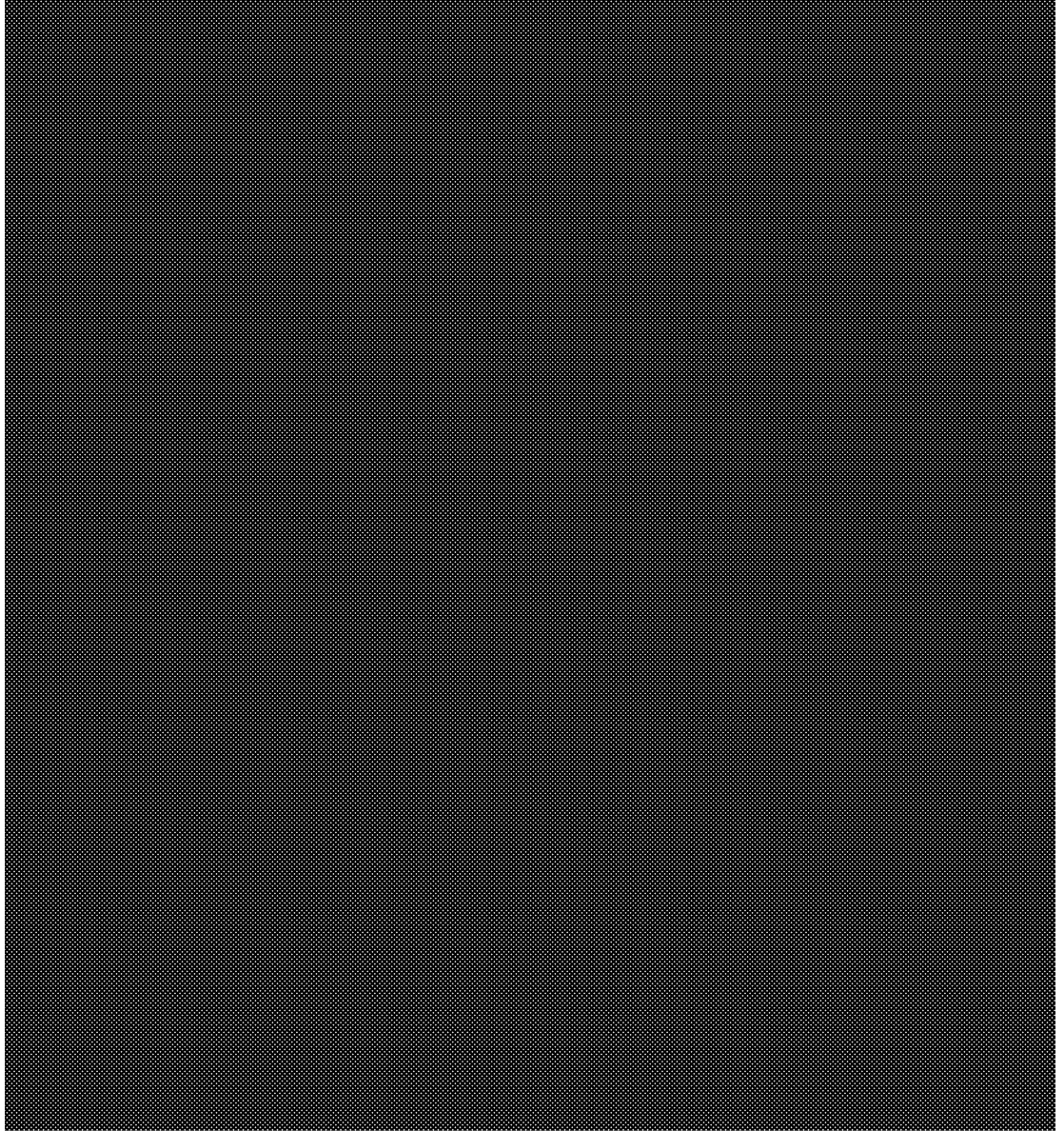




**ARTICLE II
PURCHASE AND SALE**

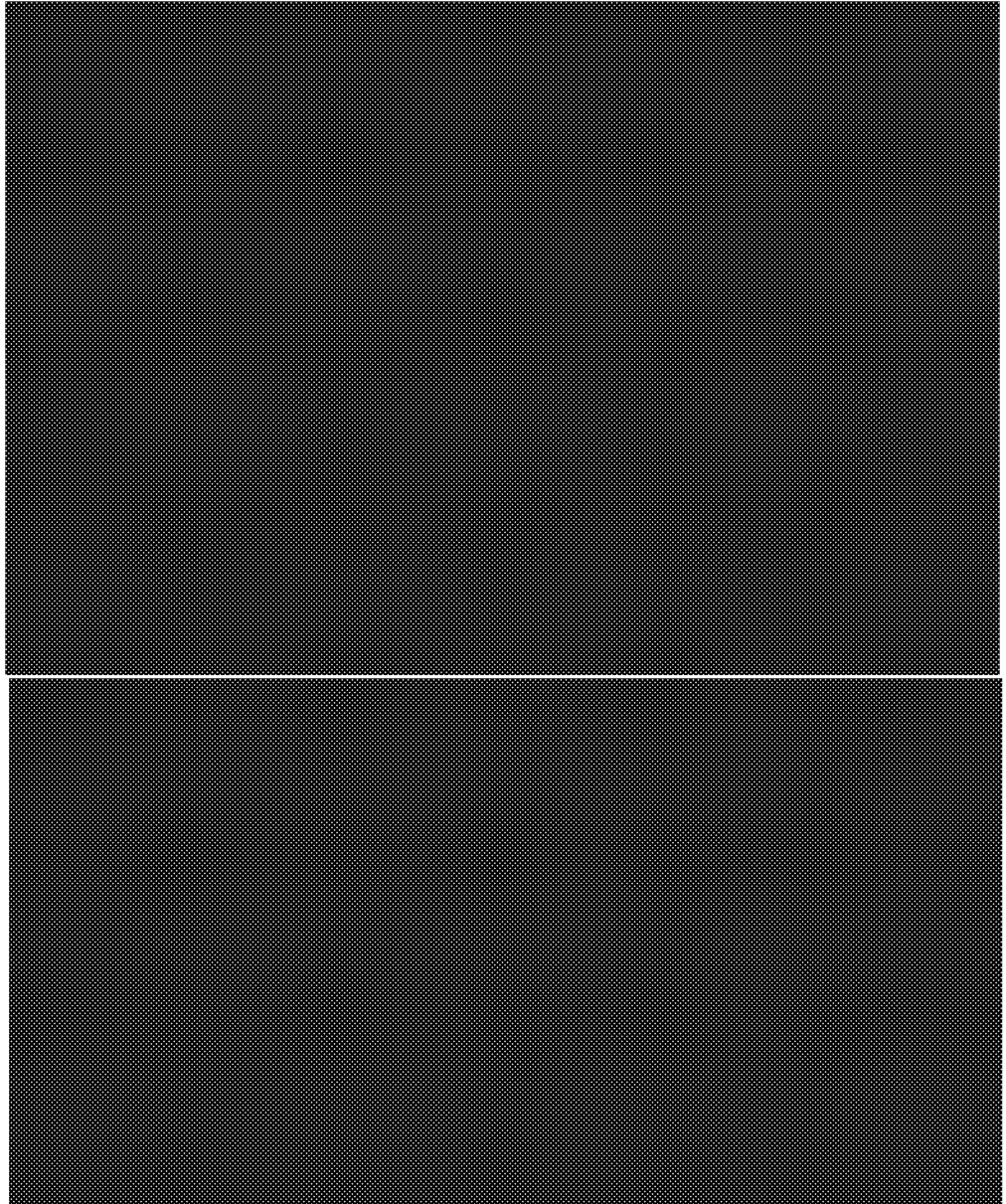
2.1 Purchase and Sale of the Purchased Assets. Upon the terms and subject to the conditions set forth in this Agreement and the Plan of Arrangement, as applicable, at the Closing:



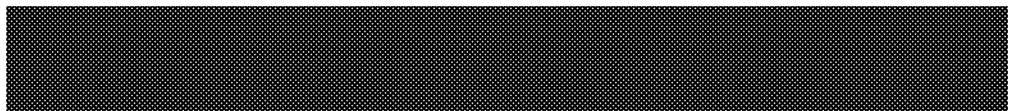


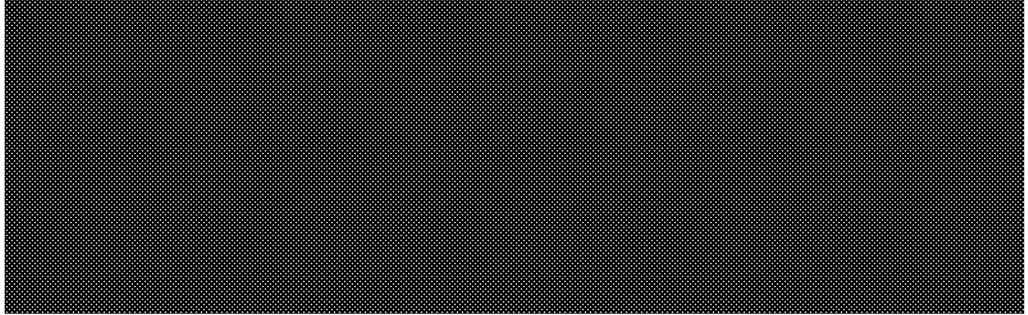
from: (b) Parent shall purchase, accept, acquire and take assignment and delivery of



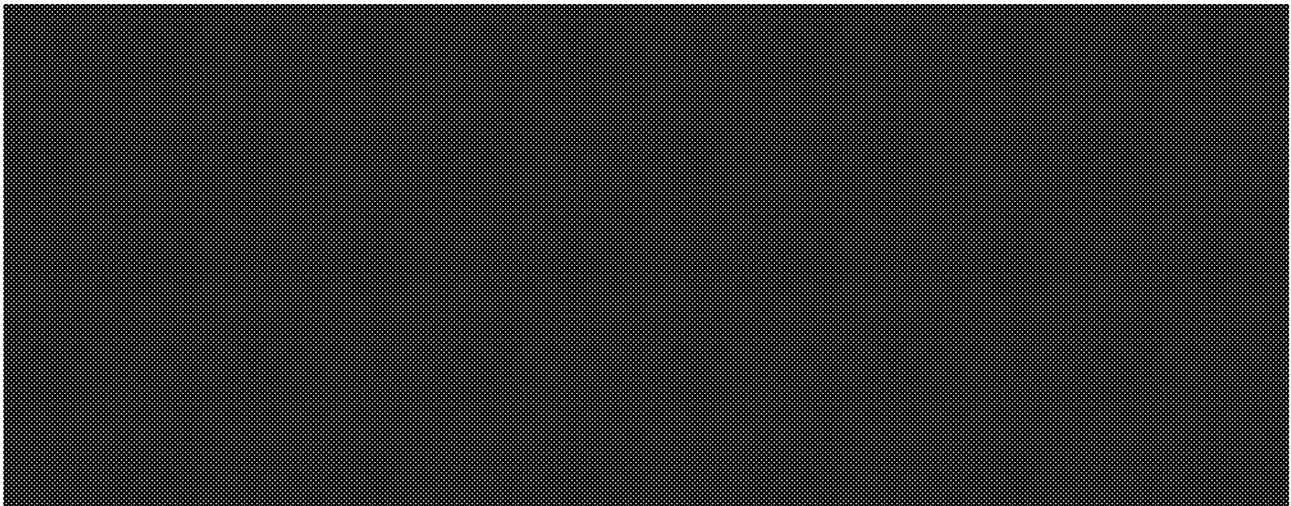


(ii) from RFI and RFI shall sell, assign, transfer, convey and deliver to Parent, all of RFI's right, title and interest in all the assets listed below (the "**RFI Purchased Assets**", and together with the Company Purchased Assets and the RCC Purchased Assets, the "**Purchased Assets**"), other than the Excluded Assets, free and clear of all Liens for an aggregate amount, subject to adjustment in accordance with this Agreement, equal to the RFI Purchase Price, plus the assumption of the RFI Assumed Liabilities:





(D) all Intellectual Property Rights owned by RFI;



IN WITNESS WHEREOF, each of the Parties has caused this Share and Asset Purchase Agreement to be duly executed on its behalf as of the date first written above.

PARENT:

BORROWELL INC.

Andrew Graham

By: _____

Name: Andrew Graham

Title: President and Chief Executive
Officer



IN WITNESS WHEREOF, each of the Parties has caused this Share and Asset Purchase Agreement to be duly executed on its behalf as of the date first written above.

RFI:

REFRESH FINANCIAL INC.

By: _____

Name:

Title:



MICHAEL NEWLAND

CEO

