

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM845560

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Love Child (Brands) Inc.		06/30/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	NATURE'S PATH FOODS INC.		
Street Address:	9100 Van Horne Way		
City:	Richmond, British Columbia		
State/Country:	CANADA		
Postal Code:	V6X1W3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	97097378	SEA FRIENDS	
Registration Number:	4932659	LOVE CHILD ORGANICS	
Registration Number:	6399210	LOVE CHILD ORGANICS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	516-431-1177		
Email:	office@galganoiplaw.com		
Correspondent Name:	Carolyn A. Galgano		
Address Line 1:	175 Pearl Street, Floors 1-3, Suite 223		
Address Line 4:	Brooklyn, NEW YORK 11201		
NAME OF SUBMITTER:	Carolyn A. Galgano		
SIGNATURE:	/Carolyn A. Galgano/		
DATE SIGNED:	10/12/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) made as of June 30, 2023.

BETWEEN:

LOVE CHILD (BRANDS) INC., a company incorporated under the laws of the Province of British Columbia (the “**Assignor**”)

AND:

NATURE’S PATH FOODS INC., a company incorporated under the laws of the Province of British Columbia (the “**Assignee**”)

(the Assignor and the Assignee are sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS:

- A. the Assignor is the owner of the Canadian, United States and international trademark applications and registrations set out in **Schedule “A”** to this Agreement (the “**Trademarks**”),
- B. the Assignor has assigned the ongoing business associated with the Trademarks to the Assignee, and
- C. the Assignor wishes to assign, sell and transfer unto the Assignee all of the Assignor’s rights, title and interest in and to the Trademarks.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1 ASSIGNMENT

- 1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee’s benefit and the benefit of its successors and assigns, all of the Assignor’s worldwide rights, title and interest in and to the Trademarks, including, without limitation, all common law rights and the goodwill associated with the Trademarks in Canada, the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trademarks and to receive registrations therefor. The Assignor agrees not to oppose any application by the Assignee for the Trademarks in any country.

2 COMMITMENTS

- 2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title or interest in and to the Trademarks or any applications or registrations in respect thereof.

3 GENERAL PROVISIONS

- 3.1 **“As is, where is”.** The provisions of Section 2.5 of the Agreement of Purchase and Sale dated June 9, 2023 between GreenSpace Brands Inc. and the Assignor, as sellers, and the Assignee, as buyer, are hereby incorporated herein by reference, *mutatis mutandis*.
- 3.2 **Modification.** This Agreement constitutes the Parties’ entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.
- 3.3 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.
- 3.4 **Counterparts - Third Party Beneficiaries.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Delivery of a signed counterpart by fax, email or other electronic means shall be considered effective delivery. Except as otherwise specifically set forth herein, no provision of this Agreement is intended to confer upon any Person other than the parties hereto any rights or remedies hereunder.
- 3.5 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under or in connection with this Agreement will be referred to the courts of the Province of Ontario, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.
- 3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

[Signature page follows]

DATED AND EFFECTIVE as of the first date noted above.

LOVE CHILD (BRANDS) INC.

NATURE'S PATH FOODS INC.

Per: Shawn Warren
Authorized Signatory
Shawn Warren
Print Name: Shawn Warren

Per: _____
Authorized Signatory

Print Name:

7389043

DATED AND EFFECTIVE as of the first date noted above.

LOVE CHILD (BRANDS) INC.

Per: _____
Authorized Signatory

Print Name:

NATURE'S PATH FOODS INC.

Per: _____
Authorized Signatory

Arran Stephens

Print Name:

SCHEDULE "A"

No.	Owner Name	Country	Trademark	Status	Application No. and Date	Registration No. and Date
1	Love Child (Brands) Inc.	Canada	BREKKY BLENDS	Approved (Pending)	1966866 04-JUN-2019	
2	Love Child (Brands) Inc.	Canada	IT ALL BEGINS WITH FOOD	Registered	1530660 06-JUN-2011	TMA879161 02-JUN-2014
3	Love Child(Brands) Inc. (Canada)	China	加国小爱 JIA GUO XIAO AI	Unpublished Application (Pending)	64752002 19-MAY-2022	
4	Love Child(Brands) Inc. (Canada)	China	加小爱 JIA XIAO AI	Registered	64746812 19-MAY-2022	64746812 14-NOV-2022
5	Love Child (Brands) Inc.	Canada	LENTIL LOVIES	Approved (Pending)	1966841 04-JUN-2019	
6	Love Child (Brands) Inc.	Canada	LOVE CHILD	Registered	2102434 26-APR-2021	TMA1158369 28-DEC-2022
7	LOVE CHILD (BRANDS) INC. (Canada)	United States	 LOVE CHILD ORGANICS	Registered	88051914 25-JUL-2018	6399210 29-JUN-2021
8	LOVE CHILD (BRANDS) INC. (Canada)	United States	LOVE CHILD ORGANICS	Registered	85486050 02-DEC-2011	4932659 05-APR-2016
9	Love Child (Brands) Inc.	Canada	LOVE CHILD ORGANICS	Formalized (Pending)	2124865 04-AUG-2021	
10	Love Child (Brands) Inc.	Canada	LOVE CHILD ORGANICS	Registered	1530661 06-JUN-2011	TMA879815 10-JUN-2014
11	Love Child (Brands) Inc. (Canada)	United Kingdom	LOVE CHILD ORGANICS	Registered	UK00912464591 24-DEC-2013	UK00912464591 19-MAY-2014
12	Love Child (Brands) Inc. (Canada)	EU trade marks	LOVE CHILD ORGANICS	Registered	12464591 24-DEC-2013	12464591 19-MAY-2014

No.	Owner Name	Country	Trademark	Status	Application No. and Date	Registration No. and Date
13	LOVE CHILD (BRANDS) INC. (Canada)	China	 LOVE CHILD ORGANICS & Design	Registered	App 15685857 App 13-NOV-2014	Reg 15685857 Reg 28-DEC-2015
14	Love Child (Brands) Inc. (Canada)	International Register Madrid Protocol: CN, JP, KR	LOVE CHILD ORGANICS	Registered		1621610 10-AUG-2021
15	Love Child (Brands) Inc.	Canada	 LOVE CHILD ORGANICS & Design	Registered	1880059 29-JAN-2018	TMA1090467 24-DEC-2020
16	LOVE CHILD (BRANDS) INC. (Canada)	United States	SEA FRIENDS	Pending	97097378 28-OCT-2021	
17	Love Child (Brands) Inc.	Canada	SEA FRIENDS	Advertised (Pending)	2134963 22-SEP-2021	
18	Love Child (Brands) Inc.	Canada	SUPER SMOOTHIE	Formalized (Pending)	2191408 13-JUN-2022	
19	Love Child(Brands) Inc. (Canada)	China	 XIAO AI JIA	Registered	64744203 19-MAY-2022	64744203 14-FEB-2023

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