

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867966

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/10/2023		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TA Wheels Purchaser Inc.		01/10/2023	Corporation: CANADA
Allwell Health Inc.		01/10/2023	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Tryten Technologies Inc.		
Street Address:	701 Fifth Avenue		
Internal Address:	Suite 4100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98104		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5524784	TRYTEN	
Registration Number:	5524770	NOVA	
Registration Number:	4048231	TRYTEN	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128622000		
Email:	rob.soneson@kirkland.com		
Correspondent Name:	Rob Soneson		
Address Line 1:	300 N LaSalle		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
NAME OF SUBMITTER:	Rob Soneson		
SIGNATURE:	/rsoneson/		
DATE SIGNED:	01/12/2024		

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Total Attachments: 11

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AMALGAMATION AGREEMENT

THIS AGREEMENT is made as of January 10, 2023.

BETWEEN: **TA WHEELS PURCHASER INC.**, a British Columbia company having its registered office at 1500 Royal Centre, P.O. Box 11117, 1055 West Georgia Street, Vancouver, British Columbia, V6E 4N7

(“TA Wheels”)

AND:

ALLWELL HEALTH INC., a British Columbia company having its registered office at 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8

(“Allwell”)

AND:

TRYTEN TECHNOLOGIES INC., a British Columbia company having its registered office at 20th Floor, 250 Howe Street, Vancouver, British Columbia, V6C 3R8

(“Tryten”)

WHEREAS:

(A) TA Wheels, Allwell and Tryten (collectively, the “Amalgamating Companies” and each an “Amalgamating Company”) have agreed to amalgamate and continue as one company (“Amalco”) under the terms and conditions set out in this Agreement.

(B) The authorized share structure of **TA Wheels** consists of:

Class	Authorized	Issued
Common	Unlimited	100

(C) The authorized share structure of **Allwell** consists of:

Class	Authorized	Issued
Class “A” Voting Common	100,000	Nil
Class “B” Non-Voting Common	100,000	8
Class “C” Voting Non-Participating	100,000	1,000

Class	Authorized	Issued
Class "D" Non-Voting Preference	Unlimited	479,149.8014
Class "E" Non-Voting Preference	100,000	194.7607
Class "F" Non-Voting	100,000	Nil
Class "G" Voting Common	100,000	92
Class "H" Non-Voting Common	100,000	Nil

(D) The authorized share structure of **Tryten** consists of:

Class	Authorized	Issued
Class "A" Common	Unlimited	100
Class "B" Non-Voting Common	Unlimited	Nil
Class "C" Voting Non-Participating	Unlimited	Nil
Class "D" Non-Voting Preference	Unlimited	Nil
Class "E" Non-Voting Preference	Unlimited	Nil
Class "F" Non-Voting Preference	Unlimited	Nil
Class "G" Common	Unlimited	Nil
Class "H" Non-Voting Participating	Unlimited	Nil

(E) Each of the Amalgamating Companies has made a full disclosure to the other of all of its respective assets and liabilities and each Amalgamating Company is solvent.

(F) Each Amalgamating Company has determined that it is beneficial for business reasons that the amalgamation of the Amalgamating Companies (the "Amalgamation") should be effected.

WITNESS that the Amalgamating Companies mutually agree as follows:

PART 1 DEFINITIONS

1.1 In this Agreement:

- (a) “Act” means the *Business Corporations Act*, S.B.C. 2002, c.57, as amended;
- (b) “Amalco” means the company continuing from the amalgamation of the Amalgamating Companies;
- (c) “Amalgamation” has the meaning ascribed thereto in Recital E;
- (d) “Amalgamating Companies” and “Amalgamated Company” have the meaning ascribed thereto in Recital A;
- (e) “Effective Date” means the date shown on the Certificate of Amalgamation to be issued by the Registrar of Companies pursuant to Section 281 of the Act;
- (f) “Registrar of Companies” means the Registrar of Companies for British Columbia.

PART 2 AMALGAMATION

Agreement to Amalgamate

2.1 The Amalgamating Companies agree to amalgamate under the provisions of the Act and continue as one company on the terms and conditions set out in this Agreement.

Effective Date

2.2 The Effective Date of the Amalgamation will be January 10, 2023 if this Agreement has been approved as required by law before that date, or at such later date, or time and date, as may be determined by the directors of the Amalgamating Companies.

Name

2.3 The name of Amalco will be “Tryten Technologies Inc.”

Authorized Share Capital

2.4 The authorized share capital of Amalco shall be as set forth in the Amalgamation Application and the Articles appended hereto, and for clarity shall include the following share classes:

Class	Authorized
Common	Unlimited

Amalgamation Application and Articles

2.5 The form of Amalgamation Application (including the Notice of Articles of Amalco) and Articles of Amalco will be in the forms attached as Schedules A and B, respectively, the said Articles having been signed by one of the first directors of Amalco referred to in Section 3.2 of this Agreement.

Registered and Records Office

2.6 The mailing and delivery addresses of the registered office and records office of Amalco, until changed in accordance with the provisions of the Act will be as set out in the Notice of Articles of Amalco referred to in Section 2.5 of this Agreement.

Financial Year End

2.7 The financial year end of Amalco will be December 31, until changed by the directors of Amalco.

**PART 3
DIRECTORS AND OFFICERS**

Number of Directors

3.1 The number of directors of Amalco, until changed in accordance with the Articles of Amalco, will be four (4).

First Directors

3.2 The full names and prescribed addresses of the first directors of Amalco will be as follows:

Name	Prescribed Address
Paul Hamilton	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA
Ethan Caskey	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA
Andrew Schwartz	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA
Avi Zisman	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA

Duties of Directors

3.3 The directors will carry on and continue the management and operation of Amalco in such manner as they determine subject to and in accordance with the Articles of Amalco and the Act.

Officers

3.4 The full names, offices held and prescribed addresses of the first officers of Amalco will be as follows:

Name	Office Held	Prescribed Address
Eric Webb	Chief Executive Officer, Vice President and Secretary	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA
John Vuono	Chief Financial Officer	345 North Maple Drive, Suite 300 Beverly Hills, California, 90210 USA

**PART 4
SHARE CAPITAL**

Share Exchange and Cancellation

4.1 The issued shares of each of the Amalgamating Companies will be exchanged for shares in the capital of Amalco or otherwise dealt with as follows:

- (a) all of the unissued shares of each Amalgamating Companies will be cancelled; and
- (b) the issued and outstanding shares in the Amalgamating Companies will be exchanged for the shares in the capital of Amalco as set out below:

Shareholder	Shares in Amalgamating Companies	Shares in Amalco Issued in Exchange
Capsa Solutions, LLC	100 Common shares in TA Wheels Purchaser Inc.	100 Common shares
TA Wheels Purchaser Inc.	<u>8</u> Class "B" Non-Voting Common shares in Allwell Health Inc.	Cancelled without repayment
TA Wheels Purchaser Inc.	<u>1,000</u> Class "C" Voting Non-Participating shares in Allwell Health Inc.	Cancelled without repayment
TA Wheels Purchaser Inc.	<u>479,149.8014</u> Class "D" Non-Voting Preference shares in Allwell Health Inc.	Cancelled without repayment
TA Wheels Purchaser Inc.	<u>194.7607</u> Class "E" Non-Voting Preference shares in Allwell Health Inc.	Cancelled without repayment
TA Wheels Purchaser Inc.	<u>92</u> Class "G" Voting Common shares in Allwell Health Inc.	Cancelled without repayment
Allwell Health Inc.	100 Class "A" Common shares in Tryten Technologies Inc.	Cancelled without repayment

Share Certificates or Notices of Uncertificated Shares

4.2 After the Amalgamation becomes effective, each shareholder of each of the Amalgamating Companies will surrender, or cause to be surrendered for cancellation to Amalco, the certificates and/or notices of uncertificated shares representing shares of the Amalgamating Companies held by them. In return, such shareholders shall be entitled to receive share certificates or notices of uncertificated shares representing shares in Amalco in accordance with Section 4.1(b) herein. Until such surrender and exchange, the share certificate or notice of uncertificated shares representing shares of the particular Company held by each such shareholder will be evidence each such shareholder's right to be registered as a shareholder of Amalco.

PART 5 EFFECT OF AMALGAMATION

Termination of Agreement

5.1 The respective directors of any Amalgamating Company may at any time before the amalgamation, by written notice to the others, terminate this Agreement and in such event the Amalgamation shall not take place notwithstanding the fact that this Agreement may have been adopted by the shareholders of the Amalgamating Companies.

Vesting of Assets and Assumption of Liabilities

5.2 From the Effective Date, Amalco is seized of and holds and possesses all the property, rights and interests and is subject to all the debts, liabilities and obligations of each Amalgamating Company without further deeds, transfers or conveyances, as fully and effectually and to all intents and purposes as if held or borne by each of the Amalgamating Companies respectively immediately prior to the Effective Date, and the directors of Amalco will have full power to carry the amalgamation into effect and to perform such acts as are necessary or proper for such purposes, including satisfying any obligations to dissenting shareholders under the Act, and each shareholder of each Amalgamating Company will be bound by the terms of this Agreement.

Creditors' Rights, Liens

5.3 The rights of creditors against the property, rights and assets of the Amalgamating Companies and all liens upon their respective property, rights and assets, will be unimpaired by the amalgamation, and all debts, contracts, liabilities and duties of each of the Amalgamating Companies will from the Effective Date attach to Amalco and may be enforced against it.

Pending Actions

5.4 No action or proceeding by or against any Amalgamating Company will abate or be affected by the amalgamation, and for all purposes of every such action or proceeding Amalco will, from the Effective Date, be deemed substituted for the Amalgamating Company involved.

PART 6 ADOPTION AND AMENDMENTS

Adoption of Agreement

6.1 This Agreement will be subject to the condition that it be approved by each of the Amalgamating Companies in the manner required by section 271(1) or 271(6) of the Act.

Amendment

6.2 Following the adoption of this Agreement by the shareholders of each of the Amalgamating Companies, the Amalgamating Companies may, as authorized by resolution of their respective boards of directors, make any alteration or modification of this Agreement and every alteration and modification so effected will be binding on the parties.

Filing of Amalgamation Documentation

6.3 Subject to the provisions of 5.1 of this Agreement, if this Agreement is adopted by each of the Amalgamating Companies as required by the Act, the Amalgamating Companies agree that they will, jointly and together, file with the Registrar of Companies the Amalgamation Application in the form set out in Schedule A to this Agreement.

PART 7 MISCELLANEOUS

Condition Precedent

7.1 The respective obligations of the parties hereto to consummate the Amalgamation are subject to the satisfaction, on or before the Effective Date unless otherwise provided, of the following conditions any of which may be waived by the mutual consent of such parties without prejudice to their rights to rely on any other of such conditions:

- (a) each of the Amalgamating Companies adopts this Agreement pursuant to Section 271 of the Act;
- (b) all necessary stock exchange, securities regulatory or other regulatory or legislative authorities' **approvals have been obtained;**
- (c) all approvals required under existing credit, lease or other material agreements of the Amalgamating Companies have been obtained; and
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the Amalgamation.

Further Assurances

7.2 Each of the Amalgamating Companies shall complete, execute and deliver and complete any and all other documents or instruments necessary or desirable and do such acts as are necessary or desirable to give full force and effect to the provisions and intent of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF each of the Amalgamating Companies have executed this Agreement as of the day and year first above written.

TA WHEELS PURCHASER INC.

Per: Eric Webb
Authorized Signatory

ALLWELL HEALTH INC.

Per: Eric Webb
Authorized Signatory

TRYTEN TECHNOLOGIES INC.

Per: Eric Webb
Authorized Signatory

SCHEDULE A
AMALGAMATION APPLICATION

SCHEDULE B
ARTICLES