

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM424926

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Grant Thornton Limited		04/18/2017	Limited Liability Partnership:
RECEIVING PARTY DATA			
Name:	SHAC Solutions Inc.		
Street Address:	1600 Centennial Place		
Internal Address:	520- Third Avenue S.W.		
City:	Calgary, AB		
State/Country:	CANADA		
Postal Code:	T2P 0R3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2507508	SHACTIVATE	
Registration Number:	2178174	SHAC	
Registration Number:	2396977	REVITAGRO	
Registration Number:	2331728	PONDER	
CORRESPONDENCE DATA			
Fax Number:	6147925536		
<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:	6147925555		
Email:	trademarks@standleyllp.com		
Correspondent Name:	Standley Law Group LLP		
Address Line 1:	6300 Riverside Dr.		
Address Line 4:	Dublin, OHIO 43017		
ATTORNEY DOCKET NUMBER:	MLT2055-032		
NAME OF SUBMITTER:	Stephen L. Grant		
SIGNATURE:	/Stephen L. Grant,RegNo33390/		
DATE SIGNED:	04/25/2017		
Total Attachments: 5			

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ASSIGNMENT OF TRADEMARK RIGHTS

THIS ASSIGNMENT AGREEMENT entered into this 18th day of April, 2017.

BETWEEN:

GRANT THORNTON LIMITED,
Appointed Bankruptcy Trustee on behalf of the estate of SHAC
Environmental Products Inc. (hereafter referred to as the
"Trustee")

OF THE FIRST PART

AND

SHAC SOLUTIONS INC.
A corporation incorporated under the laws of the province of
Alberta (hereinafter referred to as the "Assignee")

OF THE SECOND PART

WHEREAS pursuant to Section 49 of the *Bankruptcy and Insolvency Act* (Canada), and by way of appointment and order of the Office of the Superintendent of Bankruptcy Canada, Grant Thornton Limited, as Bankruptcy Trustee, has acquired the whole right, title and interest in the entire assets of SHAC Environmental Products Inc.;

AND WHEREAS under and by virtue of an agreement of purchase and sale, dated as of the 18th day of April, 2017 between SHAC Solutions Inc. and Grant Thornton Limited, as Bankruptcy Trustee, SHAC Solutions Inc. has acquired certain assets of the dissolved entity, SHAC Environmental Products Inc., including, without limitation, the trademarks outlined and described in Schedule "A" attached hereto (hereafter the "Trademarks").

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustee does hereby assign and transfer to the Assignee all right, title and interest of the Trademarks together with the goodwill symbolized by the Trademarks.

1. The Trustee hereby covenants that it has full right, power and authority to assign ownership of the Trademarks by way of Certificate of Appointment as Bankruptcy Trustee of SHAC Environmental Products Inc., by virtue of the *Bankruptcy and Insolvency Act* (Canada). Furthermore, the Trustee has been duly authorized to convey the right, title and interest herein assigned, and that it has not and will not execute any agreement in conflict herewith.
2. The Trustee hereby represents and warrants that the Trustee is now rightfully possessed and entitled to, and now has good right, title and authority to sell, assign and transfer unto the Assignee the Trademarks and the goodwill hereinbefore described.

3. The Assignor further covenants that when requested it will, at the expense of the Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable the Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks. Nothing in this Assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations, or liabilities.

IN WITNESS WHEREOF this Assignment Agreement has been executed by the Trustee and the Assignee on the date and the year first above written.

GRANT THORNTON LIMITED,
Appointed Bankruptcy Trustee on behalf of
the estate of SHAC Environmental Products
Inc.

Per: 

Title: Vice President

SHAC SOLUTIONS INC.

Per: _____

Title: _____

3. The Assignor further covenants that when requested it will, at the expense of the Assignee, execute all documents and take all such further actions as may be necessary, desirable or convenient to enable the Assignee to obtain, maintain and enforce its rights and interest in and to the Trademarks. Nothing in this Assignment, express or implied, is intended or will be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations, or liabilities.

IN WITNESS WHEREOF this Assignment Agreement has been executed by the Trustee and the Assignee on the date and the year first above written.

GRANT THORNTON LIMITED,
Appointed Bankruptcy Trustee on behalf of
the estate of SHAC Environmental Products
Inc.

Per: _____

Title: _____

SHAC SOLUTIONS INC.

Per: _____

Title: PRESIDENT

SCHEDULE "A"

Trademark:	SHACTIVATE
Serial No.	TMA525,668
Registration Date:	March 23, 2000
Goods:	Septic system additives
Country	CANADA

Trademark:	SHAC
Serial No.	TMA486,934
Registration Date:	December 12, 1997
Goods:	Activators for organic waste digestion and bio-remediation.
Country	CANADA

Trademark:	REVITAGRO
Serial No.	TMA569,510
Registration Date:	October 24, 2002
Goods:	Horticultural agents for agricultural and domestic use, namely plant growth regulators and plant food for the promotion of healthy plant growth and to activate composting.
Country	CANADA

Trademark:	PONDER
Serial No.	TMA519,285
Registration Date:	November 9, 1999
Goods:	Water purification additives.
Country	CANADA

Trademark:	SHACTIVATE
Serial No.	2,507,508
Registration Date:	November 13, 2001
Goods:	Chemical additives for use in septic systems
Country	USA

Trademark:	SHAC
Serial No.	2,178,174
Registration Date:	August 4, 1998
Goods:	Activators for organic waste digestion and bio-remediation
Country	USA

Trademark:	REVITAGRO
Serial No.	2,396,977
Registration Date:	October 24, 2000
Goods:	Horticultural agents for agricultural and domestic use, namely, plant growth regulators and plant food for the promotion of healthy plant growth and to activate composting.
Country	USA

Trademark:	PONDER
Serial No.	2,331,728
Registration Date:	March 21, 2000
Goods:	Water purification additives, namely, liquified lignite coal used to reactivate water's natural microbial purification process
Country	USA

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