

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM558364

|   |  |                                |                     |
|---|--|--------------------------------|---------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                                |                     |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                                |                     |
| <b>CONVEYING PARTY DATA</b>   |  |                                |                     |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b>          | <b>Entity Type</b>  |
| GFR Pharma Ltd.   |  | 11/08/2019                     | Corporation: CANADA |
| <b>RECEIVING PARTY DATA</b>   |  |                                |                     |
| <b>Name:</b>  | CLEAN LIFE SCIENCES, INC.                          |                                |                     |
| <b>Street Address:</b>  | 2300 - 925 West Georgia Street                     |                                |                     |
| <b>City:</b>  | Vancouver BC                                       |                                |                     |
| <b>State/Country:</b>   | CANADA   |                                |                     |
| <b>Postal Code:</b>   | V3H 0E3  |                                |                     |
| <b>Entity Type:</b>   | Corporation: CANADA                                |                                |                     |
| <b>PROPERTY NUMBERS Total: 13</b>   |  |                                |                     |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>               |                     |
| <b>Serial Number:</b>   | 86466539   | FITBLISS SHAPE                 |                     |
| <b>Registration Number:</b>   | 3427249  | LEAN CLEANSE                   |                     |
| <b>Registration Number:</b>   | 4635261  | LEANFIT                        |                     |
| <b>Registration Number:</b>   | 5389188  | LOOK GOOD FEEL GOOD BE HEALTHY |                     |
| <b>Registration Number:</b>   | 4386174  | MUSCLEPUMP                     |                     |
| <b>Registration Number:</b>   | 5029447  | PERFECTGREEN                   |                     |
| <b>Registration Number:</b>   | 4881775  | VEGANFIT                       |                     |
| <b>Serial Number:</b>   | 87420111   | WHEY EVERY DAY                 |                     |
| <b>Serial Number:</b>   | 87684767   | KETOBLAST                      |                     |
| <b>Serial Number:</b>   | 88559260   | KOOLFATS                       |                     |
| <b>Serial Number:</b>   | 88565081   | KOOLFIBERS                     |                     |
| <b>Serial Number:</b>   | 88565116   | KOOLPROTEINS                   |                     |
| <b>Serial Number:</b>   | 87184804   | PUREST NATURALS                |                     |
| <b>CORRESPONDENCE DATA</b>  |  |                                |                     |
| <b>Fax Number:</b>  | 6049375577   |                                |                     |
| <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>   | 6049371166   |                                |                     |
| <b>Email:</b>   | tm@btmlawyers.com                                  |                                |                     |

OP \$340.00 86466539

**Correspondent Name:** BTM Lawyers LLP  
**Address Line 1:** 530 - 130 Brew St  
**Address Line 2:** Ste 530  
**Address Line 4:** Port Moody, BRITISH COLUMBIA V3H0E3

**NAME OF SUBMITTER:** Lauren N. Yamaguchi

**SIGNATURE:** /Lauren N. Yamaguchi/

**DATE SIGNED:** 01/21/2020

**Total Attachments: 4**

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**ASSIGNMENT AGREEMENT - TRADEMARKS**

**THIS AGREEMENT** is made as of November 8, 2019

**BETWEEN:**

**GFR PHARMA LTD.**, a company duly incorporated under the laws of the Province of British Columbia and having a registered and records office at 2300 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “Vendor”)

**OF THE FIRST PART**

**AND:**

**CLEAN LIFE SCIENCES, INC.**, a company duly incorporated under the laws of the Province of British Columbia and having a registered and records office at 2300 – 925 West Georgia Street, Vancouver, British Columbia V6C 3L2

(the “Purchaser”)

**OF THE SECOND PART**

**WHEREAS:**

A. The Vendor is the owner of the trademarks described in Schedule “A” attached hereto together with all goodwill and moral rights associated therewith, (collectively the “Property”); and

B. The Purchaser has acquired and will acquire from the Vendor all of the Vendor’s prior, existing, and future rights, title, and interest, worldwide, in and to the Property in accordance with an Asset Purchase Agreement between the Vendor and the Purchaser dated November 8, 2019.

**NOW THEREFORE** in consideration of \$1.00 and other good and valuable consideration and the covenants, agreements and warranties hereinafter set forth (the receipt and sufficiency of all consideration is hereby acknowledged by all parties), the parties hereby covenant and agree as follows:

1. PURCHASE AND SALE

1.1 Sale of Interest. The Vendor has sold, assigned, and transferred, and does hereby sell, assign, and transfer unto the Purchaser, the Vendor's full and entire rights, title, and interest in and to the Property, and including all renewals, and all other registrations and applications for the Property, and, in jurisdictions where available, the right to claim for damages for past infringement upon the Property, together with the Vendor's rights to claim the benefit of all rights provided by the International Convention for the Protection of Industrial Property (Paris Convention) based on the Property.

1.2 Effective Date. The sale and assignment of the Property shall for all purposes be effective as of November 8, 2019.

1.3 Representations and Warranties. The Vendor represents and warrants that the Vendor is the beneficial owner of the Property and the Property is free and clear of all encumbrances of every nature and kind whatsoever and is freely saleable and transferable to the Purchaser.

2. GENERAL PROVISIONS

2.1 GST. The Vendor and the Purchaser shall prepare and, if necessary, file with the appropriate taxation regulatory authority a joint election regarding GST in respect of the transfer of the Property.


2.2 Further Acts. The Vendor and the Purchaser will do all such further acts and things as may be necessary to give effect to the terms and conditions of this Agreement.

2.3 Enurement. This Agreement will enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have entered into this Agreement as of the date and year first above written.

GFR PHARMA LTD.

per:



*Authorized Signatory*

CLEAN LIFE SCIENCES, INC.

per:



*Authorized Signatory*

**SCHEDULE "A"**

**DESCRIPTION OF PROPERTY**

| <i>Registered Trademarks</i>    | <b>Status in Canada</b>                         | <b>Status in USA</b>                      |
|---------------------------------|---|---|
| ALL-IN-ONE®                     | TMA961,006 Expires January 25, 2032             | x   |
| COMPLETEGREEN®                  | TMA942,129 Expires June 30, 2031                | x   |
| FITBLISS®                       | TMA887,536 Expires Oct 7, 2029                  | x   |
| FITBLISS RADIANCE®              | TMA933,835 Expires April 6, 2031                | x   |
| FITBLISS SHAPE®                 | TMA992,449 Expires Oct 10, 2032                 | 85466539 Maintenance Filing April 3, 2023 |
| FIT NATURALS®                   | TMA1,045,877 Expires July 30, 2029              | x   |
| LEAN CLEANSE®                   | TMA646,034 Expires Aug 18, 2020                 | 76496405 Maintenance Filing May 13, 2027  |
| LEANFIT®                        | TMA646,101 Expires Aug 18, 2020                 | 85964492 Maintenance Filing Nov 11, 2019  |
| LOOK GOOD FEEL GOOD BE HEALTHY® | TMA978,793 Expires Aug 17, 2032                 | 87075167 Maintenance Filing Jan 30, 2023  |
| MUSCLEPUMP®                     | TMA847,230 Expires March 28, 2028               | 85161694 Maintenance Filing Aug 20, 2018  |
| PERFECTGREEN®                   | TMA922,372 Expires Dec 4, 2030                  | 85923302 Maintenance Filing Aug 30, 2021  |
| POWERSEEDS®                     | TMA950,860 Exp. Sept 29, 2031                   | x   |
| POWERSTART®                     | TMA976,162 Expires July 19, 2032                | x   |
| VEGANFIT®                       | TMA866,915 Expires Dec 9, 2028                  | 85231751 Maintenance filing Jan 5, 2021   |
| WHEY EVERY DAY®                 | <del>TMA 1040141/2028</del><br>TMA 1040141/2028 | 87420111 Office Action Aug 4, 2017        |

| TRADEMARK APPLICATIONS | STATUS IN CANADA                                | STATUS IN THE USA  |
|------------------------|---|--|
| CLEAN LIFE SCIENCES    | 1816374<br>Advertised April 24, 2019<br>Opposed | X  |
| KETOBLAST              | 1867908<br>Expert Report October 17, 2019       | 87684767<br>Suspended June 19, 2019  |
| KOOLFATS               | 1978638<br>Filed August 1, 2019                 | 88559260<br>Office Action November 5, 2019                                 |
| KOOLFIBRES             | 1978968<br>Filed August 2, 2019                 | 88565081<br>Office Action November 5, 2019                                 |
| KOOLOMEGAS             | 1982235<br>Filed August 26, 2019                | X  |
| KOOLPROTEINS           | 1978969<br>Filed August 2, 2019                 | 88565116<br>Office Action November 5, 2019                                 |
| PUREST NATURALS        | X   | 87184804<br>1 <sup>st</sup> Extension approved re: SOL<br>October 31, 2019 |

INTERNATIONAL TRADEMARKS OUTSIDE OF NORTH AMERICA

| REGISTERED TRADEMARKS    | STATUS  | COUNTRY     |
|--------------------------|---|-------------|
| COMPLETGREEN             | 1916675<br>Renewal Deadline<br>March 29, 2018           | Australia   |
| LEANFIT NATURALS® + logo | 1854723<br>Renewal Deadline<br>October 20, 2027         | Mexico      |
| LEANFIT NATURALS® + logo | 1879092<br>Renewal Deadline<br>October 11, 2027         | Australia   |
| LEANFIT                  | 40-2017-0127265<br>Renewal Deadline<br>October 11, 2027 | South Korea |