

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM681982

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	05/31/2021		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
My Passion Media Inc.		10/17/2021	Corporation: BRITISH COLUMBIA
RECEIVING PARTY DATA			
Name:	Tru Earth Environmental Products Inc.		
Street Address:	3210 St. John Street		
City:	Porth Moody, British Columbia		
State/Country:	CANADA		
Postal Code:	V3H 2C9		
Entity Type:	Corporation: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	90550200	TRU EARTH	
Serial Number:	90552586	TRU EARTH	
Registration Number:	6206861	TRU EARTH	
Registration Number:	6206862	TRU EARTH	
CORRESPONDENCE DATA			
Fax Number:	3122367516		
<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:	312.368.4000		
Email:	trademarkdocketchia@dlapiper.com		
Correspondent Name:	DLA Piper LLP (US)		
Address Line 1:	PO Box 64807		
Address Line 2:	Michael A. Geller		
Address Line 4:	Chicago, ILLINOIS 60664-0807		
ATTORNEY DOCKET NUMBER:	8-31838		
NAME OF SUBMITTER:	Michael A. Geller		
SIGNATURE:	/Michael Geller/		
DATE SIGNED:	10/19/2021		

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Total Attachments: 4

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ASSET PURCHASE AND TRANSFER AGREEMENT

THIS ASSET PURCHASE AND TRANSFER AGREEMENT (the "**Agreement**") is effective as of May 31, 2021 (the "**Effective Date**").

BETWEEN:

MY PASSION MEDIA INC. a British Columbia company with an address at 2615 Murray Street, Port Moody, BC V3H 1X1 (the "**Vendor**")

AND:

TRU EARTH ENVIRONMENTAL PRODUCTS INC., a British Columbia company with an address at 3210 St. Johns Street, Port Moody, BC V3H 2C9, Canada (the "**Purchaser**")

BACKGROUND:

- A. The Vendor and Purchaser entered into a letter of intent on December 31, 2020 (the "**LOI**"), which set out the basic terms regarding the initial license and ultimate sale of the Trademarks (defined below).
- B. More specifically, the LOI stated that: [REDACTED]
- C. During the period since the LOI, the parties did follow and act in accordance with the terms of the LOI.
- D. Further to the LOI, Purchaser wishes to acquire the Customer Database and exercise the option to purchase the Trademarks as set out therein, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the Vendor does sell, assign and transfer to the Purchaser, the Trademarks, together with the Customer Database, which together form the Purchased Assets (as each such term is defined below).

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the premises and the respective covenants and agreements hereinafter set forth in this Agreement and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties do covenant and agree with one another as follows:

**PART 1
PURCHASE AND SALE OF ASSETS**

1.1 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, the Vendor does hereby sell, assign, transfer, convey and deliver to the Purchaser, and the Purchaser purchases from the Vendor as of the Closing, all of the Vendor's right, title and interest in the assets set forth in Schedule A attached hereto and all intellectual property rights therein (the "**Purchased Assets**").

**SCHEDULE A
PURCHASED ASSETS**

A. Customer Database and current user/customer list (“**Customer Database**”); and

B. Tru Earth Trademarks as follows (“**Trademarks**”):

Trademark	Country	Serial No.	Filing Date	Registration Date	Comments
TRU EARTH	Canada	1980451	August 14, 2019	N/A	Awaiting examination. Not filed by us but we are now agents on file.
TRU EARTH	Canada	2086651	February 23, 2021	N/A	Expansion application. Awaiting examination.
TRU EARTH	US	6206861	August 20, 2019	November 24, 2020	N/A
TRU EARTH	US	90550200	February 26, 2021	N/A	Expansion application. Filed February 26, 2021, but deemed filing date is February 23, 2021 (Canadian application). Awaiting examination.
TRU EARTH & Design	Canada	1980450	August 14, 2019	N/A	Awaiting examination. Not filed by us but we are now agents on file.
TRU EARTH & Design	Canada	2086656	February 23, 2021	N/A	Expansion application. Awaiting examination.
TRU EARTH & Design	US	6206862	August 16, 2019	November 24, 2020	N/A
TRU EARTH & Design	US	90552586	March 1, 2021	N/A	Expansion application. Filed March 1, 2021, but deemed filing date is February 23, 2021 (Canadian application). Awaiting examination.

**SCHEDULE B
NUNC PRO TUNC TRADEMARK ASSIGNMENT**

This **NUNC PRO TUNC TRADEMARK ASSIGNMENT** (this "**Trademark Assignment**"), is made by My Passion Media Inc. ("**Assignor**"), a British Columbia company with an address at 2615 Murray Street, Port Moody, BC V3H 1X1 and Tru Earth Environmental Products Inc. ("**Assignee**"), a British Columbia company with an address at 3210 St. John Street, Port Moody, BC, V3H 2C9.

WHEREAS, the Assignor did, on or about May 31, 2021, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), sell, assign, and set over unto Assignee all right, title and interest in and to certain intellectual property of the Assignor as memorialized in the asset purchase agreement between Assignee and Vendor (the "**Asset Purchase Agreement**") executed concurrently herewith (the "**Assigned Trademarks**") together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks and all income, royalties, damages, profits and payments then or thereafter due or payable with respect to the Assigned Trademarks and to all causes of action and the right to sue, counterclaim and recover for past, present and future infringement, dilution, misappropriation, misuse or unauthorized use of the assigned rights and interests (including the right to receive all proceeds and damages therefrom);

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the undersigned), the undersigned does hereby execute this Nunc Pro Tunc Trademark Assignment to memorialize the assignment from the Assignor to the Assignee of all of the right, title and interest of the Assignor in and to the Assigned Trademarks as described above

The Assignor hereby accepts the above assignment and appoints the Assignee's legal counsel, _____, as the firm to which any notice in respect of the Assigned Trademarks may be sent, and upon which service of any proceeding in respect of this assignment or registration may be given or served with the same effect as if they had been given to or served upon it.

[Signature Page follows]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Nunc Pro Tunc Trademark Assignment as 10/17/2021, 2021.

MY PASSION MEDIA INC.

DocuSigned by:
Brad Liski
By: _____
Name: Brad Liski
Title: CEO

TRU EARTH ENVIRONMENTAL PRODUCTS INC.

DocuSigned by:
Brad Liski
By: _____
Name: Brad Liski
Title: CEO