

PATENT ASSIGNMENT

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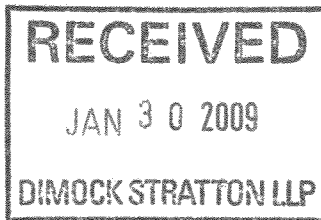
SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Statement of Claim
CONVEYING PARTY DATA	
Name	Execution Date
FUTURE IMAGE HOLDING CORPORATION	01/13/2009
RECEIVING PARTY DATA	
Name:	BAREFOOT SCIENCE TECHNOLOGIES INC.
Street Address:	120 Westwood Lane
City:	Richmond Hill
State/Country:	CANADA
Postal Code:	L4C 6Y3
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6732457
CORRESPONDENCE DATA	
Fax Number:	(416)971-6638
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	416-971-7202
Email:	lforster@dimock.com
Correspondent Name:	Mark B. Eisen
Address Line 1:	20 Queen St. West, Suite 3202, Box 102
Address Line 2:	Dimock Stratton LLP
Address Line 4:	Toronto, CANADA M5H 3R3
ATTORNEY DOCKET NUMBER:	/MBE
NAME OF SUBMITTER:	Mark B. Eisen
Total Attachments: 10 source=Statement_of_Claim#page1.tif source=Statement_of_Claim#page2.tif source=Statement_of_Claim#page3.tif source=Statement_of_Claim#page4.tif	

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Court file no. CV-09-0145-DC

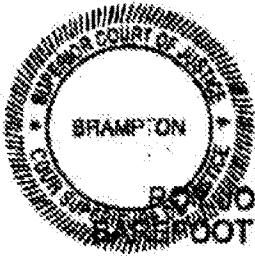
ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

FUTURE IMAGE HOLDING CORPORATION

Plaintiff

and

ROBERT JOHN WILLIAM GARDINER, BAREFOOT SCIENCE HOLDINGS INC.,
BAREFOOT SCIENCE TECHNOLOGIES INC., BAREFOOT SCIENCE DIRECT INC.
AND BAREFOOT SCIENCE GROUP MARKETING INC.

Defendants

STATEMENT OF CLAIM

TO THE DEFENDANT(S)

A LEGAL PROCEEDING HAS BEEN COMMENCED AGAINST YOU by the plaintiff(s). The claim made against you is set out in the following pages.

IF YOU WISH TO DEFEND THIS PROCEEDING, you or an Ontario lawyer acting for you must prepare a statement of defence in Form 18A prescribed by the Rules of Civil Procedure, serve it on the plaintiff(s) lawyer or, where the plaintiff(s) do(es) not have a lawyer, serve it on the plaintiff(s), and file it, with proof of service, in this court office, WITHIN TWENTY DAYS after this statement of claim is served on you, if you are served in Ontario.

If you are served in another province or territory of Canada or in the United States of America, the period for serving and filing your statement of defence is forty days. If you are served outside Canada and the United States of America, the period is sixty days.

Instead of serving and filing a statement of defence, you may serve and file a notice of intent to defend in Form 18B prescribed by the Rules of Civil Procedure. This will entitle you to ten more days within which to serve and file your statement of defence.

IF YOU FAIL TO DEFEND THIS PROCEEDING, JUDGMENT MAY BE GIVEN AGAINST YOU IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH

TO DEFEND THIS PROCEEDING BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: Jan. 13, 2009

Issued by

A. Boas "ANAFOKAS"
Local registrar

Address of court office:

Superior Court of Justice
1000-7755 Hurontario Street
Brampton, Ontario
L6W 4T6

TO: ROY JOHN WILLIAM GARDINER
5037 Franklin Street
Claremont, Ontario
L1Y 1B4

AND TO: BAREFOOT SCIENCE HOLDINGS INC.
5037 Franklin Street
Claremont, Ontario
L1Y 1B4

AND TO: BAREFOOT SCIENCE TECHNOLOGIES INC
5037 Franklin Street
Claremont, Ontario
L1Y 1B4

AND TO: BAREFOOT SCIENCE DIRECT INC.
5037 Franklin Street
Claremont, Ontario
L1Y 1B4

AND TO: BAREFOOT SCIENCE GROUP MARKETING INC.
5037 Franklin Street
Claremont, Ontario
L1Y 1B4

CLAIM**1. The Plaintiff claims for:**

As against the Defendants Roy John William Gardiner and Barefoot Science Holdings Inc.:

- a) Damages for deceit and/or fraudulent misrepresentation in the amount of \$2,000,000.00;
- b) In the alternative, damages for negligent misrepresentation in the amount of \$2,000,000.00;
- c) Damages for breach of contract in the amount of \$2,000,000.00;

Against all the Defendants:

- a) General Damages in the amount of \$2,000,000.00;
- b) Punitive and exemplary Damages in the amount of \$1,000,000.00;
- c) Pre-judgment interest and post judgment interest on any sums found to be owing in the above noted matter in accordance with the *Courts of Justice Act* R.S.O. 1990, c. C.43 and subsequent amendments thereto;
- d) Costs of the within action on a substantial indemnity basis; and
- e) Such further and other relief as this Honourable Court deems just and proper.

2. The Plaintiff, Future Image Holding Corporation (hereinafter referred to as "Future Image"), is a company incorporated pursuant to the laws of the Province of Ontario,

3. The Defendant Roy John William Gardiner (hereinafter referred to as "Gardiner") is

an individual residing in the Town of Claremont in the Province of Ontario and at all material times was the Chief Executive Officer for the Defendant Barefoot Science Holdings Inc. and, further, is the spouse of Dayl Marie Armstrong.

4. The Defendant, Barefoot Science Holdings Inc. (hereinafter referred to as "Holdings"), is a business incorporated under the laws of the Province of Ontario.
5. The Defendant, Barefoot Science Technologies Inc. (hereinafter referred to as "Technologies") is a company incorporated pursuant to the laws of the Province of Ontario and is a company controlled by and for whom the Defendant Gardiner is the directing mind.
6. The Defendant, Barefoot Science Direct Inc. (hereinafter referred to as "Direct") is a company incorporated pursuant to the laws of the Province of Ontario and is a company controlled by and for whom the Defendant Gardiner is the directing mind.
7. The Defendant, Barefoot Science Group Marketing Inc. (hereinafter referred to as "Group") is a company incorporated pursuant to the laws of the Province of Ontario and is a company controlled by and for whom the Defendant Gardiner is the directing mind.
8. The Plaintiff pleads that on the 3rd day of June, 1997, a company by the name of Barefoot Science Inc. was incorporated in the Province of Ontario and that on the

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17th day of January, 2001 Articles of Amendment were registered with the Province of Ontario changing the name of the company to Barefoot Science Holdings Inc.

9. The Plaintiff pleads that the Defendants Holdings, Technologies, Direct, and Group are all operated for the joint purpose of selling and distributing a footwear insert. The group of companies is under the control and direction of the Defendant Gardiner.
10. The Plaintiff pleads that the Defendants Holdings, Technologies, Direct and Group carry on business in the Province of Ontario, across Canada and the United States as the creator, manufacturer and retailer of a foot care product used in the insole system of shoes.
11. The Plaintiff pleads that the Defendant Gardiner is the Chief Executive Officer of the Defendant Barefoot as well as the largest investor in Barefoot and is the controlling mind of the Defendant Barefoot.
12. The Plaintiff pleads that Lance Todd, the president and directing mind of the Plaintiff, was introduced to the Defendant Gardiner in or about the spring of 2004.
13. The Plaintiff pleads that the Plaintiff's representative, Lance Todd, was introduced to the product created and sold by the Defendants and was aggressively recruited by the Defendant Gardiner and others to be an investor in and lender to the

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Defendant Holdings.

14. The Plaintiff pleads that in the recruiting process the Defendants Holdings, and Gardiner made a number of representations to the Plaintiff's representative Todd regarding the lending to and investment of money in the Defendant Holdings including but not restricted to the following;
- a) that Holdings owned a number of patents that covered the relevant products;
 - b) that Holdings owned a number of trademarks that covered the relevant products;
 - c) that Holdings owned all of the intellectual property associated with the operation of the various Defendant companies;
 - d) that any investment or loan by the Plaintiff was a secured investment by way of a General Security Agreement over all of the intellectual property owned by the Defendant Holdings;
 - e) that the Defendant Holdings owned all of the intellectual property itself that was associated with the operation of the various companies;
 - f) that Lance Todd would be extensively involved in the operation of the business as an executive and as an employee;
 - g) that all of the enterprise would be conducted through Holdings; and
 - h) that there were no other security holders other than those disclosed to the Plaintiff in his Security Agreement.
15. The Plaintiff further pleads that the Defendants Holdings and Gardiner offered the

Plaintiff a flat rate of interest for each loan to or investment in the Defendant Holdings in order to entice the Plaintiff into loaning money to and investing in the Defendant Holdings.

16. The Plaintiff pleads that it agreed to loan a significant amount of money to Holdings on the basis of the representations made by the Defendants Gardiner and Holdings, which the Plaintiff believed to be true and upon which the Plaintiff relied.
17. The Plaintiff pleads that it made the following loans to the Defendant Barefoot based on the representations of the Defendant Gardiner:
 - a) on July 11, 2005 the sum of \$50,000.00 Can. the equivalent of \$40,000.00 U.S.,
 - b) on October 6, 2005, the sum of \$175,000.00 CDN. the equivalent of \$150,000.00 U.S.,
 - c) on December 22, 2005, the sum of \$584,500.00 CDN. the converted equivalent of \$500,000.00 U.S.;
 - d) on February 14, 2006 – the sum of \$125,033.94 CDN. the converted equivalent of \$105,000.00 U.S., and
 - e) on October 24, 2006 – the sum of \$113,820.00 CDN. the converted equivalent of \$100,000.00 U.S.,all of which monies were paid to the Defendant Barefoot.
18. The Plaintiff pleads that in exchange for the above-noted loans and investments a

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number of promissory notes were given by the Defendant Holdings to the Plaintiff which, despite having received demand for payment, the Defendants have refused to honour.

19. The Plaintiff further pleads that on October 14, 2005, the Plaintiff purchased 500,000 shares of the Defendant Holdings from Gardiner for the sum of \$295,000 CDN.
20. The Plaintiff pleads that but for the aforementioned representations made by the Defendants Gardiner and Holdings, the Plaintiff would not have agreed to loan the money to the Defendant Holdings or purchase the shares of the Defendant Gardiner.
21. The Plaintiff pleads that the representations made by the Defendants were knowingly false and fraudulent made with the intent to induce the Plaintiff into lending money to the Defendant Holdings and purchasing the shares of the Defendant Holdings from the Defendant Gardiner.
22. The Plaintiff further pleads that the Defendant Gardiner failed to disclose the existence of contracts that he personally had entered into that provided him with the right to the Intellectual property and as a result that undermined the security the Defendants were offering to induce the Plaintiff to invest in and loan money to the Barefoot Defendants.
23. The Defendant further pleads that the Defendant Gardiner failed to disclose the

existence of lawsuits against one or more of the Barefoot companies that challenged the validity of the patents purported to be owned by one or more of the Barefoot companies.

24. The Plaintiff pleads that it would not have loaned money to or purchased shares from the Defendants had the Defendants disclosed any agreements or lawsuits that negated or interfered with the security being offered to the Plaintiff or the intellectual property of the Defendants.
25. The Plaintiff pleads that the trial of this matter should be heard in the city of Brampton in the Regional Municipality of Peel.

Date: Jan. 13, 2009

David A. MacKenzie (LSUC No. 30305R)
SZEMENYEI KIRWIN MACKENZIE LLP
Law Firm
376 Richmond Street
London, Ontario
N6A 3C7
Tel: (519) 433-8155
Fax: (519) 660-4857

Solicitors for the Plaintiff

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FUTURE IMAGE HOLDING CORPORATION**Plaintiff****and****ROY GARDINER et al****Defendants****Court file no. 01-09-0145-00****ONTARIO****SUPERIOR COURT OF JUSTICE****Proceeding commenced at Brampton****STATEMENT OF CLAIM****SZEMENYEI KIRWIN MACKENZIE LLP****Law Firm****376 Richmond Street****London, Ontario****N6A 3C7****David A. Mackenzie (LSUC No. 30305R)****Tel: (519) 433-8155****Fax: (519) 660-4857****Solicitors for the Plaintiff
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