## 502579398 11/22/2013

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

EPAS ID: PAT2625406

SUBMISSION TYPE:		NEW ASSIGNMENT					
NATURE OF CONVEYANCE:		ASSIGNMENT					
CONVEYING PART	Y DATA						
		N	ame			Execution Date	,
CLIPPER ROOF COATINGS, INC.					1	1/18/2013	
RECEIVING PART	Y DATA						
Name:	SHINGLE LIFE HOLDINGS INC.						
Street Address:		SUITE 148, 1769 ST. LAURENT BLVD					
City:	OTTAWA, ON	1					
State/Country:	CANADA						
Postal Code:	K1G 5X7						
· .	ERS Total: 1	0.4050		Number			
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PATENT REEL: 031657 FRAME: 0473

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### PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (this "Agreement"), entered into this 15th day of November, 2013, by, between and among Peter E. Bussell and Naomi Levesque, ("Purchaser") residents of Ottawa, Ontario, Canada on behalf of a Canadian corporation presently being incorporated as Shingle Life Holdings, Inc., and Clipper Roof Coatings, Inc., ("Seller"), a Maryland, USA corporation, and Hugh L. Thomas and Charles W. Carr, ("Owners") of Seller.

#### WITNESSETH THAT:

WHEREAS, Purchaser desires to purchase and Seller desires to sell and convey to Purchaser substantially all of the assets of Seller relating to its business involving the manufacture of ShingleLife, upon the terms and subject to the conditions set forth herein.

# PURCHASE AND SALE OF ASSETS

- 1.1 At the Closing, Seller agrees to sell, convey, assign and deliver to Purchaser, and Purchaser agrees to purchase from Seller, for the purchase price hereinafter specified, Seller's assets as follows:
- (a) Assignment of U.S. Patent 6,495,074 B1. The assignment process with the U.S. Patent Office shall begin immediately upon Seller's receipt of payment of the full purchase price.
  - (b) Use of "ShingleLife" as a trade name.
- (c) Complete recipe (formulation) of the ingredients for ShingleLife as supplied to Purchaser in previous orders (less containers and labeling).
  - (d) A listing of Seller's sources of supply for procuring the ingredients in (c) above.
  - (e) Detailed manufacturing process instructions for ShingleLife.
- (f) Written and signed confirmation that Seller or any other entity owned or to be formed by Owners will not participate in any competing roof coating product. Seller will be closed as an operating entity and its Maryland charter will be terminated.
- (g) Ownership of all purchased raw material ingredients on hand at the time of Closing. No exact measurement or quantities are provided, but can be described as partially filled drum containers. Ownership will be transferred FOB Baltimore, MD and it will be Purchaser's responsibility to remove and transport these materials to a location of Purchaser's choice.
- (h) Transfer of ownership of Shinglelife.com web site and domain name to Seller. Seller will be provided log in details for the web site and access to all web code used in its creation. Paypal buttons are excluded from this transaction.

## 2. <u>PURCHASE PRICE</u>

2.1 Purchase Price. In consideration for the sale, conveyance, transfer, assignment and delivery of

PATENT REEL: 031657 FRAME: 0474 the Assets described above and upon the terms and subject to the conditions set forth in this Agreement, Purchaser shall pay to Seller the "Purchase Price", which shall be:

(a) A cash payment of \$10,000.00 USD (ten thousand US dollars) by certified bank check.

### CLOSING

3.1 <u>Closing.</u> The closing of the sale and purchase (the "Closing") must take place on or before December 16, 2013. The Closing time and date has been negotiated between and agreed upon by Purchaser and Seller by separate correspondence or communication and is affixed to be November 15, 2013.

## 4. MISCELLANEOUS

- 4.1. This Agreement fully describes the price, terms and conditions entered into by Purchaser, Seller and Owners. No other modifications or provisions have or shall be made to this Agreement.
- 4.2 Should the Closing not take place prior to December 16, 2013, this Agreement shall be null and void.
- 4.3 Purchaser understands that Seller is pursuing the sale of Seller's assets and should a sale of these assets be conducted to another entity prior to the Closing date above, Seller will notify Purchaser of such sale and in which case and on that date of notification, this Agreement is canceled.
- 4.4 This Agreement shall be enforced and interpreted under the laws of the State of Maryland, U.S.A.

15/11/2013	PURCHASER VIVIANCE VI
Date	Peter E. Bussell
15 [11]2013	Marmi Levelge
Date	Naomi Levesque
s 2	SELLER
11/15/2013	The second of th
Date	Hugh L. Thomas, President,
	Clipper Roof Coatings, Inc.

PATENT REEL: 031657 FRAME: 0475 11/15/13 Date OWNERS

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Charles W. Carr

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**RECORDED: 11/22/2013**