

## PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	PURCHASE AGREEMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	SPORTS TECHNOLOGY INNOVATIONS INC.	12/07/2014
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ICON ELITE GROUP INC.	
<b>Street Address:</b>	380, DESLAURIERS STREET	
<b>City:</b>	MONTREAL	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	H4N 1V8	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	<b>Patent Number:</b>	8007006
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(416)362-0823	
<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>Email:</b>	ridbee@ridoutmaybee.com	
<b>Correspondent Name:</b>	D. HELLER, RIDOUT & MAYBEE LLP	
<b>Address Line 1:</b>	250 UNIVERSITY AVENUE, 5TH FLOOR	
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<b>ATTORNEY DOCKET NUMBER:</b>	47122-0003	
<b>NAME OF SUBMITTER:</b>	DAVID HELLER	
<b>SIGNATURE:</b>	/David Heller/	
<b>DATE SIGNED:</b>	01/22/2015	
<b>Total Attachments: 6</b>		
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## PURCHASE AGREEMENT

This Purchase Agreement, dated as of December 7, 2014 (the "Effective Date"), is made by and between:

**SPORTS TECHNOLOGY INNOVATIONS INC.**, a legal person, having its head office at 93 Woodstream Boulevard, Unit 3, Woodbridge, Ontario, L4L 7Y7, Canada, ("**STI**");

AND

**ICON ELITE GROUP INC.**, a legal person, having its head office at 380, Deslauriers Street, Montreal, Quebec, H4N 1V8, Canada ("**Icon**");

**WHEREAS STI** is the owner of the following patent rights (the "**Patent Rights**"):

(a) the patent identified by the Registrations below (the "**Patent**"); (b) any application, past, present, or future, reissues, re-examinations, extensions, continuations, continuations-in-part, requests for continuing examinations, divisions, and registrations of any item contained in (a); (c) all inventions, invention disclosures, and discoveries described in the Patent that: (i) are included in any claim in the Patent, (ii) are subject matter capable of being reduced to a patent claim in a reissue or re-examination proceedings brought on the Patent, and/or (iii) could have been included as a claim in the Patent; (d) rights to apply in any or all countries of the world for patents, certificates of invention, utility models, industrial design protections, design patent protections, or other governmental grants or issuances of any type related to the Patent and the inventions, invention disclosures, and discoveries therein; (e) in the event of the purchase of the Patent by the Licensee, and only in such event, all causes of action (whether known or unknown, or whether pending at the time of such purchase, filed or other) and other enforcement rights under, or on account of, the Patent and/or the rights described in category (d) above, including, without limitation, all causes of action and other enforcement rights for: (i) damages, (ii) injunctive relief, and (iii) any other remedies of any kind for past, current and future infringement; and (f) in the event of the purchase of the Patent by the Licensee, and only in such event, rights to collect royalties or other payments under or on account of the Patent and/or any of the foregoing.

**WHEREAS** the following registrations have been made by STI with respect to the Patent Rights (the "**Registrations**"):

### Canadian Intellectual Property Office

Canadian Patent Application published on July 17, 2008 as number 2,675,023, and issued on May 7, 2013 under the Canadian Patent Act bearing number CA 2675023A1, and as at the Effective Date, bears number 2,675,023.

- Name of patent: Anti-corrosion skate guard;
- Date of application: January 10, 2008;
- Issue Date: May 7, 2013
- Name of inventor: Frank Damiano.

**World Intellectual Property Organization**

- Patent published on July 17, 2008, under the Patent Cooperation Treaty bearing the International Publication Number WO 2008/083483 A1.
- Name of patent: Anti-corrosion skate guard;
- Date of application: January 10, 2008;
- Name of inventor: Frank Damiano.

**United States Patent and Trademark Office**

U.S. Patent Application published on July 10, 2009, and issued on August 30, 2011, bearing number 12/500,717, and as at the Effective Date, bears number US 8,007,006 B2.

- Name of patent: Anti-corrosion skate guard;
- Date of application: July 10, 2009;
- Issue Date: August 30, 2011
- Name of inventor: Frank Damiano.

**European Patent Office**

European Patent Application published on November 18, 2009, bearing number 08700502.1

- Name of patent: Anti-corrosion skate guard;
- Date of application: January 10, 2008;
- Name of inventor: Frank Damiano.

**WHEREAS** on or about February 5, 2010, STI and Icon (the "Parties") entered into a Patent Licence Purchase Agreement (the "Licence Agreement") in virtue of which **STI** licensed the Patent Rights to Icon, and irrevocably bound and obliged itself to transfer full ownership of the Patent Rights to Icon, without recourse;

**WHEREAS** Icon, pursuant to the Licence Agreement, agreed to pay to **STI** the amount of [REDACTED] plus the applicable GST/PST for the five (5) year licence of the Patent Rights by way of sixty (60) equal monthly consecutive payments of [REDACTED] plus the applicable GST/PST (the "Licence Price");

**WHEREAS** **STI** has retained the ownership of the Patent Rights until full payment by Icon of the Licence Price over said period of 60 months;

**WHEREAS** **STI** has, pursuant to the Licence Agreement, during that 60 month period, exclusively licenced the License Rights to Icon;

**WHEREAS** Icon has, to the Effective Date, paid to **STI** the amount of [REDACTED] plus the applicable GST/PST, the remaining balance of the Licence to be paid being the amount of [REDACTED] plus the applicable GST/PST (the "Balance");

**WHEREAS** Icon now wishes to pay said Balance to STI, by anticipation, plus, as provided by Section 1.5 of the Licence Agreement, the amount of One Dollar (\$1.00) plus the applicable GST/PST (the "Purchase Price"), and obtain the transfer of full ownership of the Patent Rights, without recourse, and as otherwise herein set forth;

**NOW, THEREFORE**, in consideration of the above premises and mutual covenants contained herein, and intending to be legally bound hereby, the Parties hereto agree as follows:

1. The preamble hereto forms an integral part of this Purchase Agreement;
2. In consideration of Icon's payment of the Balance and the Purchase Price, receipt of both of which is hereby acknowledged by STI, STI does hereby: convey, transfer, assign and deliver to Icon, upon the terms set forth in Section 1.5 of the Licence Agreement and as same are modified by/in paragraph 5 below; and upon such terms, Icon hereby acquires from STI all STI's rights, title, and interest in and to the Patent Rights, including, without limitation: (a) the rights, title and interest in and to the Registrations; and (b) all STI's rights, title and interest, past, present and future, to sue and collect for infringement of the Patent Rights as of the date of signature of the Patent Licence Purchase Agreement, namely February 5, 2010.
3. STI hereby authorizes the respective patent office or governmental agency in each jurisdiction to issue any and all patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Rights in the name of Icon Elite Group Inc., as the assignee the interest of STI purchased as herein set forth.
4. STI shall, at its own cost, within a period of seven (7) business days from the full signature and delivery of this Purchase Agreement, file the proper applications and documentation with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the European Patent Office in order that Icon obtain the transfer of the ownership of the Patent Rights purchased pursuant hereto;
5. STI shall, promptly upon receipt thereof, provide Icon with a copy of all the documentation filed with the Canadian Intellectual Property Office, the United States Patent and Trademark Office and the European Patent Office with respect to said transfer, which provision shall fulfill STI's obligation in Section 1.5 of the Licence Agreement to provide Icon "...with the appropriate Documents.". Icon hereby acknowledges that STI has fulfilled the following requirement of Section 1.5 of the Licence Agreement: "In addition, the Licensor shall notify the Licensee of any action required with respect to any Patent Rights within 60 days thereafter and shall facilitate Licensee's taking such action.".
6. The terms and conditions of this Purchase Agreement shall inure to the benefit of Icon, its successors, assigns, and other legal representatives, and shall be binding upon STI, its successors, assigns, and other legal representatives.
7. If any provision of this Agreement is found to be invalid or unenforceable, then the remainder of this Agreement shall remain in full force and effect, and the invalid provision may be modified, or partially enforced, to the maximum extent permitted to give effect to its original objective. In the event that any of the provisions of this Agreement are determined to be invalid or unenforceable in a jurisdiction, they shall be ineffective to the extent of such invalidity or unenforceability in such jurisdiction, without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement in any other jurisdiction.

8. This Agreement shall be interpreted, construed, and enforced in accordance with the laws, and in the Courts, of the of the Province of Quebec, Canada or, if litigation or enforcement under the Patent Act of Canada shall be required in any respect hereunder, same shall be pursued by the parties in the Federal Court of Canada in Montreal. The Parties give exclusive jurisdiction to the Courts of the Province of Quebec, in the district of Montreal or to the Federal Court of Canada, in Montreal, if applicable. Under no circumstance may any of the Parties herein proceed to impart justice to itself in relation to any matters arising from the present Agreement without addressing the proper Courts of law in respect thereto.

9. Time is and shall remain of the essence hereof, and all time periods are de rigueur.

10. The Parties herein requested that the present Agreement be drawn in English. Les Parties ont exige que la presente convention soit redigee en Francais.

11. **Modification.** This Agreement may only be modified or waived by an agreement in writing. **Interpretation.** No provision of this Agreement, nor this Agreement itself, will be interpreted for or against any Party because that Party or its legal representative has drafted the provision of this Agreement, because of the drafting history of the provision of this Agreement, because of the inclusion of a provision not contained in a prior draft, or because of the deletion of a provision contained in a prior draft hereof. Each of the Parties acknowledges that it, and its counsel, has/have reviewed this Agreement, and that the normal rule of construction, to the effect that any ambiguities are to be resolved against the drafting party, shall not be employed in the interpretation of this Agreement or any hereto. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. **Notice.** Any notice required or permitted to be given hereunder shall: be in writing; be personally served by courier or messenger, or sent by email/electronic transmission (as verified by an electronic acknowledgement of receipt), and shall be deemed to have been received by the Party to which it is directed when actually delivered, or if sent by prepaid registered mail, five (5) days after the mailing thereof with return receipt requested, or, if emailed, twenty-four (24) hours after the transmittal by email. Such notice shall be addressed to the Parties as follows: to Icon, Attention, George Nehrne ([gnehme@iconelitegroup.com](mailto:gnehme@iconelitegroup.com)), with a copy to Me. Maxime Bourret, [mbourret@segalliaforest.com](mailto:mbourret@segalliaforest.com); to STI, Attention, Frank Damiano ([fdamiano@integratedmkt.com](mailto:fdamiano@integratedmkt.com)) with a copy to Sander H, Gibson, [sandergibson@outlook.com](mailto:sandergibson@outlook.com). Any Party may change its address as set forth herein upon written notice to the other Party. **Entire Agreement.** This Purchase Agreement constitutes the entire agreement between the Parties, with respect to its subject matter, to the date hereof, superseding any prior understandings or agreements, whether written and/or oral. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which counterparts shall be deemed to constitute one agreement only. This Agreement may be executed in counterparts and such counterparts together shall constitute a single instrument. The Parties acknowledge and agree that copies by electronic delivery in portable document format ("**pdf**") or tagged imaged file format ("**tif**"), shall be equally effective as delivery of a manually executed counterpart thereof. With respect to any legal proceeding concerning, or in any way relating to, this Agreement, each Party hereby irrevocably waives the right to raise any defence based on its execution hereof in counterparts or the delivery of such executed counterparts by electronic delivery.

**IN WITNESS WHEREOF**, the Parties have entered into this Purchase Agreement on the dates and at the places set forth below.

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**SPORTS TECHNOLOGY INNOVATIONS INC.**

By: Frank Damiano

Title: President

This ■ day of December 2014, at Montreal, Quebec

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**ICON ELITE GROUP INC.**

By: George Nehme

Title: President

This ■ day of December 2014, at Woodbridge, Ontario

IN WITNESS WHEREOF, the Parties have entered into this Purchase Agreement at the Office  
and at the place and date herein

  
SPORTS TECHNOLOGY INNOVATIONS INC.

By: Frank Carward

Title: President

This 8th day of December 2014, at Montreal, Quebec

  
ECONOMY GROUP INC.

By: George Melara

Title: President

This 7th day of December 2014, at Woodbridge, Ontario