

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4238934

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
WILD DIVINE, INC.	02/05/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	UNYTE HEALTH INC.
<b>Street Address:</b>	117 GLENCAIRN AVE
<b>City:</b>	TORONTO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	M4R 1N1
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	7331870
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)849-0552
<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>	patents@sabetaip.com
<b>Correspondent Name:</b>	SABETA IP
<b>Address Line 1:</b>	401 BAY STREET
<b>Address Line 2:</b>	SUITE 1600
<b>Address Line 4:</b>	TORONTO, CANADA M5H2Y4
<b>ATTORNEY DOCKET NUMBER:</b>	0171-02US
<b>NAME OF SUBMITTER:</b>	/ANTON SABETA/
<b>SIGNATURE:</b>	/ANTON SABETA/
<b>DATE SIGNED:</b>	01/24/2017
<b>Total Attachments: 6</b>	
source=IP Assignment Agreement - Executed (2)#page1.tif	
source=IP Assignment Agreement - Executed (2)#page2.tif	
source=IP Assignment Agreement - Executed (2)#page3.tif	
source=IP Assignment Agreement - Executed (2)#page4.tif	
source=IP Assignment Agreement - Executed (2)#page5.tif	
source=IP Assignment Agreement - Executed (2)#page6.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("**Agreement**"), is made and entered into as of February 5, 2016, by and between Wild Divine, Inc., a Nevada corporation ("Assignor"), and Unyte Health Inc., an Ontario corporation ("Assignee") (each a "**Party**" and together the "**Parties**")

### Background

A. Assignor and Assignee have entered into that certain Asset Purchase Agreement dated concurrently herewith (the "**Asset Purchase Agreement**") whereby Assignee is purchasing and assuming substantially all of the assets relating to the business (the "**Business**") of the Assignor of manufacturing and selling consumer electronic devices (including the iom) and interactive software that allows customers to engage in guided meditation while measuring basic body functions such as stress, tension, excitement, or calmness (the "**Transaction**").

B. In connection with the Transaction, Assignor desires to assign and transfer to Assignee any and all Intellectual Property Assets (as such term is defined in the Asset Purchase Agreement) associated with the Business, including the Intellectual Property Assets set out in Schedule "A" hereto.

NOW, THEREFORE, in consideration of the representations, warranties, and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Transfer of Intellectual Property.** Assignor hereby assigns and transfers to Assignee exclusively, and agrees to transfer and assign, all right, title and interest in and to any and all Intellectual Property Assets, along with any and all rights associated therewith free and clear of all liens, claims demands and other encumbrances, including, but not limited to, (i) any and all goodwill connected with and symbolized by any and all Intellectual Property Assets; (ii) any and all business and contract rights related to any and all Intellectual Property Assets; and (iii) any and all causes of action and claims for damages, whether existing now or in the future and whether arising prior to or subsequent to the date of this Agreement, and the right to sue for and collect the same.

**2. Governing Laws.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, excluding its conflicts of laws principles. To the full extent permitted by law, the exclusive jurisdiction for any action

relating to this Agreement shall be the courts of the Province of Ontario, and the Parties consent to such jurisdiction and waive and agree not to plead or claim that any such action or proceeding has been brought in an inconvenient forum.

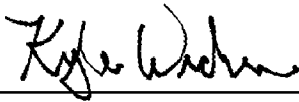
**3. Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the Parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

**4. Cooperation Following the Execution.** Following the execution of this Agreement, each Party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other Party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other Party the benefits of this Agreement.

**5. Terms of the Asset Purchase Agreement:** The terms of the Asset Purchase Agreement, including without limitation the representations and warranties contained therein, are incorporated herein by reference. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

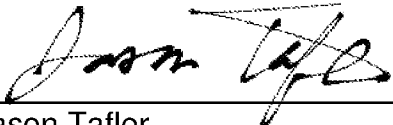
**WILD DIVINE, INC.**

By: 

Name: kyle widner

Title: president & ceo

**UNYTE HEALTH INC.**

By: 

Name: Jason Tafler

Title: Director

## SCHEDULE "A"

### Source code for programs sold by Wild Divine, discontinued:

Journey to Wild Divine: The Passage  
Journey to Wild Divine: Wisdom Quest  
Mindfulness Academy  
Return to the Sun Realm  
The Grapher Expansion

### Source code for programs sold by Wild Divine, current: (includes talent agreement(s), where applicable)

Progressive Scan Meditation  
Relaxing Rhythms  
Relaxing Rhythms 2  
Zen Journey  
Journey to Eagle Mountain  
Mindfulness Meditation  
Villa Serena  
Games of the Wild Divine Vol. 1  
Games of the Wild Divine Vol. 2

### iOS Apps:

Relaxing Rhythms  
Villa Serena  
Zen Journey  
Mindfulness Meditation  
Progressive Scan Meditation

### Auxiliary Products:

Meditation Audioscapes audio files  
Yoga of Wisdom audiobook / companion guide  
Poems of Rumi Audiobook / companion guide  
Healing Rhythms Audio CD's  
Soulflight audio CD  
Passage soundtrack audio CD

### Patent:

Multiplayer biofeedback interactive gaming environment  
US 7331870 B2

### Trademarks:

Journey to the Wild Divine - Application or Registration Number: 78412550  
Iom - Application or Registration Number: 78782158

### Accounts to be transferred, with all content intact:

BigCommerce (ecommerce platform)  
Unity3d (1 pro license, 1 iOS license, all assets in account)  
Rackspace server (hosting WildDivineOnline.com)  
Endicia (Bigcommerce addon for postage / mailing)  
Google account, including Youtube, analytics, adwords

Mailchimp  
Mantis Hub (bug tracking)  
Survey Monkey  
Apple developer account  
Zen Desk  
Facebook, Twitter, Pinterest, Instagram social media accounts  
Fetchapp (facilitates software downloads)  
Registrar.com (wilddivine.com registrar account)  
iDev affiliate (in house affiliate program)  
Shareasale (3<sup>rd</sup> party affiliate program)

**Domains (includes content where applicable)**

- wilddivine.com
- wilddivineonline.com
- wilddivine.net
- reviveyourlife.com
- meditation-games.com
- guided-meditations.us
- mind-body-training.com
- sun-realm.com
- poems-of-rumi.com
- the-secrets-of-meditation.com
- thesecretsofmeditation.com
- the-wild-divine.com
- wild-divine.us
- mindfulness-mastery.com
- educational-meditation.com
- educationalmeditation.com
- wild-divine.ca
- wilddivinedev.com
- zenjourney.us

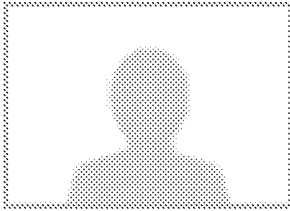
**Art Assets, related collateral materials**

(Will be provided on portable hard drive, with copy held until confirmed safe)  
Various video, audio, graphic files for marketing  
Various video, audio, graphic files for use on website  
Relevant articles, studies, documents, manuals

# Signature Certificate

Document Reference: KHFKIFJXFLCYESJHEY7NI9

**RightSignature**  
Easy Online Document Signing

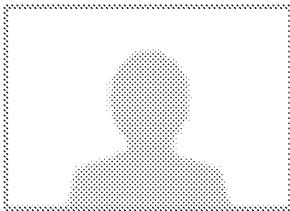


Jason Tafler  
Party ID: AFPWG&JS23BM95ZLUH3D9U  
IP Address: 174.119.136.36  
**VERIFIED EMAIL:** jasontafler@gmail.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

99ddd7ea9ea08d0d212b73750cdc9acb213c90dc



Kyle Widner  
Party ID: FY4P47IBNI6VVS8383W5B9  
IP Address: 68.96.212.252  
**VERIFIED EMAIL:** jkworthy@me.com

Electronic Signature:

Multi-Factor  
Digital Fingerprint Checksum

5e2f1b387ffe2cf27c4a4e2cf3a6ff6bc4af2fe3



## Timestamp

2016-02-05 10:03:14 -0800  
2016-02-05 10:03:14 -0800  
2016-02-05 10:02:36 -0800  
2016-02-05 07:26:50 -0800  
2016-02-05 07:25:32 -0800  
2016-02-04 15:01:21 -0800

## Audit

All parties have signed document. Signed copies sent to: Jeffrey Marks, Jeffrey Klam, Jason Tafler, Kyle Widner, and David Newell.  
Document signed by Kyle Widner (jkworthy@me.com) with drawn signature. - 68.96.212.252  
Document viewed by Kyle Widner (jkworthy@me.com). - 68.96.212.252  
Document signed by Jason Tafler (jasontafler@gmail.com) with drawn signature. - 174.119.136.36  
Document viewed by Jason Tafler (jasontafler@gmail.com). - 174.119.136.36  
Document created by David Newell (david@feinternational.com). - 157.130.220.250



This signature page provides a record of the online activity executing this contract.

Page 1 of 1