

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5544339

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JONATHAN JONNY MELIC	01/03/2019
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	DELL-CORE EDGE PROTECTION LTD.	
<b>Street Address:</b>	4 WHEELER DRIVE	
<b>City:</b>	BOLTON, ONTARIO	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	L7E 48H	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	7255312	
<b>Patent Number:</b>	7699276	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>		
<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>Phone:</b>	7275460660	
<b>Email:</b>	ipdocket@larsonpatentlaw.com	
<b>Correspondent Name:</b>	FRANK LIEBENOW	
<b>Address Line 1:</b>	11199 69TH STREET NORTH	
<b>Address Line 4:</b>	LARGO, FLORIDA 33773	
<b>ATTORNEY DOCKET NUMBER:</b>	2657.11 2657.12	
<b>NAME OF SUBMITTER:</b>	FRANK LIEBENOW	
<b>SIGNATURE:</b>	/Frank Liebenow/	
<b>DATE SIGNED:</b>	05/29/2019	
<b>Total Attachments: 30</b>		
source=2657_11_1231-0008_Agreement#page1.tif		
source=2657_11_1231-0008_Agreement#page2.tif		
source=2657_11_1231-0008_Agreement#page3.tif		
source=2657_11_1231-0008_Agreement#page4.tif		
source=2657_11_1231-0008_Agreement#page5.tif		

source=2657\_11\_1231-0008\_Agreement#page6.tif  
source=2657\_11\_1231-0008\_Agreement#page7.tif  
source=2657\_11\_1231-0008\_Agreement#page8.tif  
source=2657\_11\_1231-0008\_Agreement#page9.tif  
source=2657\_11\_1231-0008\_Agreement#page10.tif  
source=2657\_11\_1231-0008\_Agreement#page11.tif  
source=2657\_11\_1231-0008\_Agreement#page12.tif  
source=2657\_11\_1231-0008\_Agreement#page13.tif  
source=2657\_11\_1231-0008\_Agreement#page14.tif  
source=2657\_11\_1231-0008\_Agreement#page15.tif  
source=2657\_11\_1231-0008\_Agreement#page16.tif  
source=2657\_11\_1231-0008\_Agreement#page17.tif  
source=2657\_11\_1231-0008\_Agreement#page18.tif  
source=2657\_11\_1231-0008\_Agreement#page19.tif  
source=2657\_11\_1231-0008\_Agreement#page20.tif  
source=2657\_11\_1231-0008\_Agreement#page21.tif  
source=2657\_11\_1231-0008\_Agreement#page22.tif  
source=2657\_11\_1231-0008\_Agreement#page23.tif  
source=2657\_11\_1231-0008\_Agreement#page24.tif  
source=2657\_11\_1231-0008\_Agreement#page25.tif  
source=2657\_11\_1231-0008\_Agreement#page26.tif  
source=2657\_11\_1231-0008\_Agreement#page27.tif  
source=2657\_11\_1231-0008\_Agreement#page28.tif  
source=2657\_11\_1231-0008\_Agreement#page29.tif  
source=2657\_11\_1231-0008\_Agreement#page30.tif

**ASSET PURCHASE AGREEMENT and LOAN EXTENSION AGREEMENT**

**THIS AGREEMENT MADE THIS 20<sup>th</sup> day of December, 2018.**

**B E T W E E N:**

**JONNY JONATHAN MELIC**, of the Town of Richmond Hill, in the Province of Ontario, the Vendor (hereinafter called "**JM**")  
OF THE FIRST PART;

**- and -**

**INTEGRITY WORLDWIDE INC.**, a company incorporated under the laws of the Province of Ontario (licencee of JM and debtor of Dell-Core Edge Protection Ltd.) (hereinafter called "**IWW**")  
OF THE SECOND PART;

**- and -**

**DELL-CORE EDGE PROTECTION LTD.**, a company incorporated under the laws of the Province of Ontario, the Purchaser, (hereinafter called "**DEP**")  
OF THE THIRD PART;

**RECITALS**

**A. WHEREAS JM** is the registered owner of the patents and patents pending listed in Schedule "A" annexed hereto and forming part of this agreement, which patents and patents pending are known as Speed Edge (the "**Speed Edge Patents**") for a guard rail system ("**Speed Edge Product**");

**B. AND WHEREAS JM** has granted an exclusive licence to **IWW** to design, produce, market and retail the **Speed Edge Product**.

**C. AND WHEREAS** Tata Steel International (North America) Ltd. ("**Tata**"), a company incorporated under the laws of the State of New York, manufactures the **Speed Edge Product** for **IWW** at a plant located in Ludhiana, India or such other plants in such locations as determined by **Tata** and **IWW** from time to time in its sole discretion;

**D. AND WHEREAS** pursuant to an Exclusivity Agreement dated August 6<sup>th</sup>, 2004, Dell-Core Equipment Ltd. advanced various **Loans** to **IWW** ("**Loan**") and **DEP** was granted the sole and exclusive right to sell and lease the **Speed Edge Product** in Ontario for a term expiring September 6<sup>th</sup>, 2016;

**E. AND WHEREAS** the Exclusivity Agreement dated August 6<sup>th</sup>, 2004 was amended by the following agreements:

- (i) Amending Agreement dated September 1<sup>st</sup>, 2004;
- (ii) Amending Agreement dated October 29<sup>th</sup>, 2007 whereby Dell-Core Equipment Ltd. assigned its rights to **DEP** with the consent of **IWW** and **JM**;



(the August 6<sup>th</sup>, 2004 Exclusivity Agreement and the September 1<sup>st</sup>, 2004 and October 29<sup>th</sup>, 2007 Amending Agreements hereafter collectively referred to as "**Original Exclusivity Agreement**");

- F. AND WHEREAS** the **Loan** was documented in an agreement dated October 23<sup>rd</sup>, 2008 and subsequent documentation and the **Loan** was guaranteed by **JM** and secured by a Limited Guarantee and Intellectual Property Security Agreement dated March 31<sup>st</sup>, 2009 (the "**Loan Documents**");
- G. AND WHEREAS** the **Loan** came due November 1<sup>st</sup>, 2010 and was not paid and an Exclusivity Agreement dated July 30<sup>th</sup>, 2013 (the "**Existing Agreement**") was entered into between **IWW**, **DEP** and **JM** whereby **DEP** agreed to forebear from commencing legal proceedings against **IWW** and **JM** to enforce repayment of the **Loan** and extended the date for repayment of the **Loan** to June 30<sup>th</sup>, 2017 in exchange for, among other things, the following as set out in Article 2 and 4 of the **Existing Agreement**:
- (i) Exclusive licence to **DEP** to purchase, market, distribute, sell at wholesale and retail and lease **Speed Edge Product** in all of Canada until repayment of the **Loan**, in Ontario until September 1<sup>st</sup>, 2022 and in Alberta until September 1<sup>st</sup>, 2018;
  - (ii) The non-exclusive licence for the same purposes as in (i) above in North America until repayment of the **Loan** except the States of New York, Texas, Washington and Illinois where this right shall not commence until September 1<sup>st</sup>, 2018;
  - (iii) The same licences as in (i) and (ii) above for a new guard rail system known as Smart Edge (the "**Smart Edge Product**") and any competing edge protect system both existing at the time of the **Existing Agreement** and designed, created, manufactured and/or patented during the term of the **Existing Agreement**;
- H. AND WHEREAS** the principal amount outstanding on the **Loan** as of June 30<sup>th</sup>, 2017 when the **Loan** became due and payable is \$1,850,624.95;
- I. AND WHEREAS** the **Loan** is in default as it was not paid on the due date of June 30<sup>th</sup>, 2017;
- J. AND WHEREAS** **DEP**, **IWW** and **JM** wish to enter into this agreement for the purpose of resolving the default on the **Loan** by, among other things the transfer from **JM** and **IWW** to **DEP** of the **Speed Edge Patents** listed in Schedule A, the extension of exclusivity rights to **DEP** and the extension of the **Loan** due date, all on the terms hereafter set out.
- K. AND WHEREAS** **JM** is known as Jonny Jonathan Melic, Jon Melic, Jonny Melic, Jonathan Melic, John Melic and **JM** confirms that they are all one and the same person and any reference to **JM** shall include these and any other variations of his name.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants, representations, warranties, payments and agreements hereinafter contained, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto covenant and agree with each other as follows:

**ARTICLE ONE  
TRUTH AND ACCURACY OF RECITALS**



1.01 **IWW, JM and DEP** confirm the truthfulness and accuracy of the Recitals.

## ARTICLE TWO ASSETS BEING PURCHASED

2.01 **DEP** shall purchase from **JM** the following assets:

- (i) The **Speed Edge Patents** listed in Schedule A1 annexed hereto;
- (ii) All manufacturing documentation whatsoever relating to the **Speed Edge Product** and **Speed Edge Patents**, including, without limiting the generality of the foregoing all drawings, specifications, quality, control, manuals, etc.;
- (iii) All manufacturing rights to **Speed Edge Product & Products on Schedule A2** annexed hereto;
- (iv) Assignment of trademark SpeedFan-- used in association with horizontal debris net products and services
- (v) **JM and IWW** shall use their best efforts to assist **DEP** in securing access to **Tata's Manufacturing plant located in Ludhiana, India that manufactures Speed Edge Product** as of the date of this agreement.  
(all of the above hereinafter collectively referred to as the **Purchased Assets**)

## ARTICLE THREE PURCHASE PRICE

3.01 The parties hereto agree that the purchase price for the **Purchased Assets** shall be (\$270,000.00) (hereinafter referred to as the "**Purchase Price**") and the allocation of the Purchase Price shall be as follows:

- **Speed Edge Patents** listed in Schedule "A" and all manufacturing documentation relating to the **Speed Edge Product** and **Speed Edge Patents**, including, without limiting the generality of the foregoing all drawings, specs, quality, control, manuals, etc. \$215,000.00
  - Exclusive manufacturing rights to **Speed Edge Product**  
**JM and IWW** shall use their best efforts to assist **DEP** in securing access to **Tata's Manufacturing plant located in Ludhiana, India that manufactures Speed Edge Product** as of the date of this agreement. \$45,000.00
  - Assignment of the SpeedFan trademark. \$10,000.00
- TOTAL: \$270,000.00

## ARTICLE FOUR PAYMENT OF THE PURCHASE PRICE

**Forgiveness of Loan**

4.01 The **Purchase Price** shall be payable by the forgiveness by **DEP** of \$270,000.00 of the outstanding amount owing to it by **IWW** on the **Loan** upon which there is now owing \$1,850,624.95.

**Additional Forgiveness of Loan**

4.02 In addition **DEP** shall forgive an additional \$280,000.00 owing to it on account of the **Loan** in payment of maintenance and service performed by **IWW** for **DEP** with respect to the Speed Edge Rental fleet, as evidenced by invoices from **IWW** to **DEP** in this amount, and **IWW** shall deliver on closing said invoices stamped "PAID".

**Balance of Loan**

4.03 The parties hereto acknowledge that the amount outstanding on the **Loan** after the application of 4.01 and 4.02 above is \$1,300,624.95.

**ARTICLE FIVE  
CLOSING**

5.01 The closing of this transaction shall take place on:

January 14<sup>th</sup>, 2019 (the "**Closing**") or such earlier date as the parties hereto mutually agree upon in writing at the offices of Piccin, Bottos, 4370 Steeles Avenue West, Suite 201, Woodbridge, Ontario, L4L 4Y4 at 10:00 a.m..

**ARTICLE SIX  
VENDOR'S COVENANTS AND WARRANTIES**

6.01 **JM** and **IWW** covenant, warrant and represent to **DEP** the matters contained in **Schedule "B"** annexed hereto and forming part of this Agreement and acknowledge and confirm that **DEP** is relying on such covenants, agreements, representations and warranties in connection with the purchase by **DEP** of the **Purchased Assets**, without which, **DEP** would not have entered into this Agreement.

6.02 All of the covenants and warranties of **JM** and **IWW** contained in **Schedule "B"** annexed hereto and forming part of this Agreement shall be true on and as of the date of closing and shall survive the closing date and the closing of the transaction shall continue in full force and effect.

**ARTICLE SEVEN  
CONDITIONS**

7.01 This Agreement shall be conditional upon compliance with all of the conditions set out in **Schedule C** annexed hereto and forming part of this Agreement.

**ARTICLE EIGHT  
RISK OF LOSS**

8.01 All of the assets being purchased shall remain at the risk of **JM** and **IWW** until completion of this Agreement.

**ARTICLE NINE  
RETAIL SALES TAX**

9.01 **IWW** and **JM** agree to deliver to **DEP** on closing a Section 6 Certificate under the *Retail Sales Tax Act* confirming all retail sales tax has been paid to the date of closing.

**ARTICLE TEN  
LOAN EXTENSION AGREEMENT**

10.01 **IWW** and **JM** acknowledge that the amount outstanding on the **Loan** owing to **DEP**, for which they are responsible after forgiveness of \$550,000.00 in accordance with Article 4.01 and 4.02 of this Agreement is \$1,300,624.95 (the "**Amount Outstanding**").

10.02 **IWW** promises and covenants to repay the **Amount Outstanding** on the terms herein set out and to deliver on **Closing** a Promissory Note in the amount of \$1,300,624.95 in the form annexed hereto as Schedule "D"

- (i) The due date of the **Loan** shall be extended to December 21<sup>st</sup>, 2022 (the "**Extended Term**");
- (ii) The **Loan** shall bear no interest;
- (iii) The **Loan** shall be repayable in monthly instalments of \$25,000.00 per month due on the first day of each and every month, from and including October 1<sup>st</sup>, 2018 to and including December 1<sup>st</sup>, 2022 when the **Loan** shall be repaid in full;
- (iv) Intentionally Deleted;
- (v) **IWW** shall have the privilege of prepaying the whole or any part of the **Loan** at any time or times without notice or bonus, provided that in the case of a partial prepayment monthly payments shall remain the same until the **Loan** is repaid in full;
- (vi) A prepayment of the whole or any part of the **Loan** may be made by way of transfer of equipment from **IWW** and/or **JM** to **DEP** without notice or bonus provided that **IWW**, **JM** and **DEP** agree in writing to the amount to be attributed to said equipment and in the case of partial prepayment, monthly payments shall remain the same until the **Loan** is repaid in full;
- (vii) Intentionally Deleted;
- (viii) In the event of a default in payment, **DEP** will grant **IWW** and **JM** 30 days grace from the 1<sup>st</sup> of the month in which default occurs before commencing any legal proceedings to recover payment;
- (xi) Intentionally Deleted.

**ARTICLE ELEVEN  
BILL OF SALE**

11.01 **IWW** and **JM** will provide **DEP** with a Bill of Sale and assignment of the **Speed Edge Patents** on closing in the form annexed hereto as Schedule "H" and **IWW** will provide an assignment of the trademark **SpeedFan**.

**ARTICLE TWELVE  
ASSIGNMENT OF SPEEDFAN NAME**

12.01 **IWW** hereby fully assigns, effective on **Closing** to **DEP** all rights in the trademark **SpeedFan** for commercial use throughout Canada and the United States in association with horizontal debris net products and services, and all historical goodwill and rights associated

therewith, and **IWW** and **JM** undertake to cease and desist all usage throughout the world of the trademark **SpeedFan** in association with horizontal debris net products and services by **Closing**.

### ARTICLE THIRTEEN REVISED EXCLUSIVITY AGREEMENT

13.01 Until the later of December 31<sup>st</sup>, 2022 or a repayment in full of the **Loan IWW** and **JM** covenant and agree that in order to protect the exclusivity of **DEP** they will not:

- (a) Either directly or indirectly manufacture, distribute, market, lease, sell at retail or wholesale and/or
- (b) grant to any other person, firm, partnership, corporation or any other entity whatsoever the right, exclusive or otherwise to manufacture, distribute, market, lease, sell at retail or wholesale,

anywhere in Canada of any of its newer guard rail edge protection system known as **Smart Edge (Smart Edge)** and any other competing edge protection system both presently existing or designed, created, manufactured or patented during the term of this Agreement and further covenant and agree that they will disclose to **DEP** any said competing edge protection system forthwith and prior to marketing it in any manner whatsoever anywhere outside of Canada. If **JM** or **IWW** transfer, sell or assign any patents for **Smart Edge** or any competing edge protection system, said transfer, sale or assignment shall be subject to the aforesaid restriction. It is understood and agreed between **DEP**, **IWW** and **JM** that **DEP** shall have the exclusive licence in Canada only and not in the USA until the later of December 21, 2022 or repayment of the **LOAN** to manufacture, distribute, market, lease, sell at retail and wholesale and of **JM** or **IWW** newer guard rail edge protections systems known as **Smart Edge** and any other competing edge protection system both presently existing or designed, created, manufactured or patented during the term of this Agreement and any previous rights of **DEP** with respect to same in the USA are now void.

13.02 If **IWW** and/or **JM** grant licence rights to any distributor for distribution of any edge protection systems whatsoever, including without limiting the generality of the foregoing, **Smart Edge**, **Z-Fence** and **SpeedFan** in the United States **IWW** and **JM** shall notify **DEP** of the grant of any licence rights aforesaid and shall use their best efforts to obtain and provide to **DEP** an Acknowledgement, in a form satisfactory to **DEP** from said distributor, acknowledging that they shall not distribute, manufacture, market, lease or sell at retail or wholesale any of the aforesaid products in Canada. **DEP**, its affiliates, successors and assigns covenant not to sue **IWW** or **JM** and their affiliates, successors and assigns in any country for the making, using, selling, offering for sale, leasing or importing the **Smart Edge**, **Z-Fence** and **Eco-Post** Systems.

13.03 **DEP** may grant **IWW**, from time to time a licence to manufacture **Speed Edge Product**, upon terms and conditions to be mutually agreed upon, for a Royalty of 7% based on the ex-factory price from **Tata**.

13.04 **DEP** may grant to **IWW** the right (not exclusive) to sell **Speed Edge Product** outside of Canada and if it does, **IWW** shall purchase **Speed Edge Product** (both new and used) from **DEP** based on the price list to be provided by **DEP** to **IWW** annually, which price list will be in effect for a period of 12 months from the date the said price list is provided to **IWW**.

### ARTICLE FOURTEEN ENFORCING SPEED EDGE PATENTS AND PATENTS PENDING

14.01 **IWW** and **JM** shall have the right, at their own expense, to prosecute and defend, including any appeals therefrom, any infringement of the **Speed Edge** Patents or patents pending,



in the United States of America against Rapid EPS Ltd., Rapid Prosafe LLC, Edge Protection Solutions and Rapid EPS South and for this purpose **DEP** shall execute and deliver on closing the Assignment to **IWW** in the form attached hereto as Schedule "I" and **IWW** shall execute and deliver on closing the Acknowledgement in the form attached hereto as Schedule "J" and Re-Assignment in the form attached hereto as Schedule "K". **IWW** and **JM** agree not to bring any action against **DEP** for infringement of the Speed Edge Patents or patents pending. **DEP** has full right to practice the Speed Edge Patents and patents pending. **DEP** shall not have any obligation to prosecute or defend any infringement of the Speed Edge Patents or patents pending against third parties, but if **DEP** chooses to do so, **IWW** and **JM** if requested, shall at their own expense, co-operate with and assist **DEP** in respect of same.

**DEP**, at its sole discretion, may assign the Speed Edge Patents to **IWW** and/or **JM** to prosecute or defend any infringement that may arise after the date of this Asset Purchase Agreement and that **DEP** does not wish to pursue.

**IWW** and **JM** maintain a right of first refusal to receive by assignment at their own cost, all right and title to any patent application or grant that is the subject of this Agreement and that **DEP** wishes to abandon for any reason, and for which **DEP** will provide **IWW** and **JM** thirty days notice prior to any such abandonment.

#### ARTICLE FIFTEEN ASSIGNMENT OF AGREEMENT-INTENTIONALLY DELETED

#### ARTICLE SIXTEEN FEES AND EXPENSES

16.01 **DEP** will be responsible for its legal fees in connection with its review of all agreements, drafting any of its documents required for closing, amendments to the **Existing Agreement**, if any, amendments to repayment and security agreements, if any and this Agreement, and any other legal work it requires to give effect to this Agreement not specifically listed herein and shall be responsible for the cost to transfer and register the patents.

16.02 **IWW** will be responsible for its legal fees to review all agreements and for the drafting of the **Exclusivity Agreement** contemplated by this Agreement and all costs in connection with the assignment, of the **Speed Edge Patents** listed in Schedule "A" and any other legal work it requires to give effect to this Agreement that is not specifically listed herein.

#### ARTICLE SEVENTEEN EXISTING AGREEMENT

17.01 With respect to the **Existing Agreement**, only the provisions of same which grant any rights and benefits to **DEP** insofar as they do not conflict with or contradict this Agreement, shall continue in full force and effect and any reference therein to the Loan Repayment Date shall mean the **Extended Term** as defined in Article Ten hereof.

#### ARTICLE EIGHTEEN SPEEDFAN

18.01 Within 90 days from **Closing**, **IWW** agrees to furnish to **DEP** proof of the earliest date of commercial use in both Canada and the United States showing **IWW** usage of the trademark SpeedFan in association with horizontal debris nets, such proof to be in the form of any reasonable combination of dated invoices, tags, labels, packaging, and advertisements showing the trademark and explaining how it is normally commercially associated with horizontal debris net sales and services in Canada and the United States and shall deliver an undertaking to this effect on **Closing**.

## ARTICLE NINETEEN LIABILITIES AND INDEMNITY

19.01 **IWW** and **JM** hereby covenant and agree that **DEP** is not assuming and shall not be liable for any obligations, commitments, liabilities or claims against **IWW** and **JM** (whether absolute, accrued or contingent) existing as of or incurred prior to July 1<sup>st</sup>, 2017 and whether arising out of or in any way connected with the **Purchased Assets** or otherwise and **IWW** and **JM** shall indemnify and save harmless **DEP** from same in the form annexed hereto as Schedule "F".

19.02 **IWW** and **JM** shall indemnify **DEP** for a breach of any of the warranties, covenants or representations contained in this Agreement in the form annexed hereto as Schedule 'F'.

## ARTICLE TWENTY H.S.T.

20.01 **DEP** acknowledges and agrees that the transaction contemplated herein is subject to HST under the Excise Tax Act (Canada) (the "Act"), and the amount of the HST exigible in respect to this transaction is addition to and not part of the Purchase Price.

**DEP** represents and warrants that the **DEP** is, or will be on closing, registered under Part IX, Division V, Subsection (d) of the Act, and it shall provide in the form of a Statutory Declaration its registration number under the Act to **JM** on or before closing. The parties hereto acknowledge and agree that **JM** is not liable for collecting the HST and will not collect HST. **DEP** acknowledges and agrees that **DEP** is liable for HST and assumes full responsibility for accounting to the Minister of National Revenue pursuant to the relevant provisions of the Act for HST exigible in respect of this transaction. **DEP** undertakes to render said accounting pursuant to the provisions of the Act and **DEP** undertakes to file either a GST Form 60 or report the HST payable on its regular HST form 34E, whichever is applicable, and this undertaking shall not merge on the closing of this transaction but shall survive the said closing. **DEP** shall indemnify **JM** and hold **JM** harmless from any liability under the Act arising because of the obligations of **DEP** or **JM** set out in this section, or arising under the Act, together with all loss, costs and expenses resulting from such breach.

## ARTICLE TWENTY-ONE NOTICE

21.01

A. Any notices, consents, approvals, statements, authorizations, documents or other communications (collectively "notices") required or permitted by this Agreement to be given or sent or delivered to, or received by, a person ("person" means and includes any individual, corporation, body corporate, partnership, firm, joint venture, syndicate, association, trust, trustee, government, governmental agency or board or commission or authority or other form of entity or organization) :

- (a) shall be in writing;
- (b) shall be addressed to such person at such person's Notice Address;
- (c) shall be given to such person:
  - (i) by delivery, including delivery by courier, to such person;
  - (ii) by prepaid registered or certified mail, return receipt requested, mailed in (Ontario) in an envelope addressed to such person's Notice Address; or
  - (iii) by transmission by facsimile to such person at such person's Facsimile Number to the attention of such person's Facsimile Addressee; or
  - (iv) by transmission by E-Mail to such person at such person's E-Mail address to the attention of such person's E-mail Addressee

**B. Notice Addresses, Facsimile Numbers, Facsimile Addressees, E-Mail Addresses, and E-Mail Addressees**

The Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressees:

**(a) of "JM" are as follows:**

Notice Address:	122 Arten Avenue, Richmond Hill, ON L4C 9Y3
Facsimile Number:	
Facsimile Addressee:	
E-Mail Address:	johnmelic@iwwinc.ca
E-Mail Addressee:	n/a

**(b) of "IWW" are as follows:**

Notice Address:	3310 Mainway, Burlington, ON L7M 1A7
Facsimile Number:	905-631-3150
Facsimile Addressee:	
E-Mail Address:	johnmelic@iwwinc.ca
E-Mail Addressee:	michele.m@iwwinc.ca

**(c) of "DEP" are as follows:**

Notice Address:	4 Wheeler Drive, Bolton, ON L7E 4H8
Facsimile Number:	905-951-1180
Facsimile Addressee:	
E-Mail Address:	mark@dellcore.com
E-Mail Addressee:	n/a

**C. Deemed Delivery**

Any Notice given to a person as aforesaid:

- (a) if given by delivery (other than by mail), shall be deemed to have been given, sent and delivered to, and received by, such person on the day on which it is so delivered;
- (b) if given by mail, shall be deemed to have been given, sent and delivered to, and received by, such person on the day on which it is delivered as evidenced by a receipt, acknowledgement or other document issued by a postal authority; and
- (c) if given by transmission by telecopier, shall be deemed to have been given, sent and delivered to, and received by, such person on the first Business Day after transmission;
- (d) if given by transmission by E-Mail, shall be deemed to have been given, sent and delivered to, and received by, such person on the first Business Day after transmission.

**D. Changing or Establishing a Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address or E-Mail Addressee**

Any party (the "Notifying Party") may from time to time by notice (a "Communications Notice") given as aforesaid to any other Party, change or establish any one or more of the Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address or E-Mail Addressee of the Notifying Party as between the Notifying Party and the other Party. At the time when a Party (the "Notified Party") actually receives a Communications Notice from a Notifying Party, the Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressee of the Notifying Party shall be changed or established, as between the Notifying Party and the Notified Party, to give effect to such Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressee of the Notifying Party as changed or established by the Communications Notice.

## ARTICLE TWENTY-TWO DOCUMENTS TO BE DELIVERED ON CLOSING

22.01 On the closing of this transaction, IWW and JM shall deliver to DEP, and DEP shall deliver to IWW and JM, all of the documents set out in Schedule "G" annexed hereto and forming part of this Agreement, and such other documents as their respective solicitors consider necessary to give effect to this Agreement.

## ARTICLE TWENTY-THREE TIME

23.01 Time shall remain of the essence.

## ARTICLE TWENTY-FOUR MISCELLANEOUS

24.01 Any tender of documents or monies hereunder may be made upon either party or upon their respective solicitors acting for the party on whom tender is desired and it shall be sufficient that a negotiable certified cheque is tendered instead of cash.

24.02 Words importing the singular number only shall include the plural and vice versa and the words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.

24.03 This Offer, if accepted, shall constitute a binding contract and shall enure to the benefit of the parties hereto and each of their respective heirs, executors, administrators, successors and assigns.

24.04 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario and the Courts of said Province shall have the jurisdiction to hear all matters arising hereunder.

24.05 This Agreement including the schedules hereto, which are set out below, constitute the entire Agreement between the parties. There are not, and shall not be any verbal statements, representations, warranties, undertakings or agreements between the parties. This Agreement may not be amended or modified in any respect except by written instrument signed by both parties.

Schedule "A1"	-	List of Speed Edge Patents and Patents Pending (as per 2.01(i))
Schedule "A2"	-	Products [as per 2.01(iii)]
Schedule "B"	-	Covenants and Warranties (as per Article 6)
Schedule "C"	-	Conditions (as per Article 7)
Schedule "D"	-	Promissory Note (as per Article 10)
Schedule "E"	-	Intentionally Deleted

Schedule "F"	-	Indemnity (as per Article 19)
Schedule "G"	-	Documents to be delivered on closing (as per Article 22)
Schedule "H"	-	Worldwide Assignment [as per Schedule G, A. (ix)]
Schedule "H1"	-	Assignment from <b>IWW</b> to <b>JM</b> Re: U.S. Patent No's 8,152,118B2 and 7,510,152 B2 [as per Schedule G, A. (ix)]
Schedule "H2"	-	Assignment from <b>JM</b> to <b>DEP</b> Re: U.S. Patent No's 8,152,118B2 and 7,510,152 B2 [as per Schedule G, A. (ix)]
Schedule "I"	-	Assignment from <b>DEP</b> to <b>IWW</b> [as per Article 14.01]
Schedule "J"	-	Acknowledgement from <b>IWW</b> to <b>DEP</b> [as per Article 14.01]
Schedule "K"	-	Re-Assignment from <b>IWW</b> to <b>DEP</b> to be held in trust by <b>DEP</b> [as per Article 14.01]

24.06 This Agreement and documents in connection therewith may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument. Delivery by facsimile or e-mail of any executed counterpart of this Agreement shall be equally as effective as delivery of a manually executed counterpart thereof. Any party delivering an executed counterpart by facsimile or e-mail shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

24.07 Each provision of this Agreement shall be severable. If any provision of it is illegal or invalid, the illegality or invalidity shall not affect the validity of the remainder of this agreement.

24.08 This Offer by **DEP** in this Agreement shall be irrevocable until midnight of December 21<sup>st</sup>, 2018, and if not accepted by that time, this Offer shall be null and void.

IN WITNESS WHEREOF we have hereunto set out hands and seals.

SIGNED, SEALED AND DELIVERED  
in the presence of

**DELL-CORE EDGE PROTECTION LTD.**

Per:

Mark Cesana, General Manager/Secretary

I have authority to bind the Corporation.

**INTEGRITY WORLDWIDE INC.,**

Per:

Jonathan J. Melic, President

I have authority to bind the Corporation.

witness

Jonny Jonathan Melic

## SCHEDULE A1

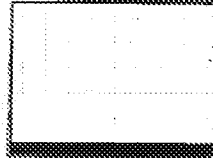
12

Title	Country	Patent #	Date Filed	Date Issued	Status
<b>Speed Edge:</b>					
A Support Post For A Safety Fence Assembly	Australia	2005266809	27-Jul-05	23-Dec-10	Issued
A Support Post For A Safety Fence Assembly	China	ZL2005800254577	27-Jul-05	5-Aug-09	Issued
A Support Post For A Safety Fence Assembly	India	270621	27-Jul-05	5-Jan-16	Issued
Guard Rail Safety System	Canada	2475997	28-Jul-04	9-Apr-13	Issued
Guard Rail Safety System	Canada	2803836	28-Jul-04	14-Oct-14	Issued
Guard Rail Safety System	United States	7,255,312	29-Jul-04	14-Aug-07	Issued
Guard Rail Safety System	United States	7,510,152	28-Jun/07	31-Mar-09	Issued
Guard Rail Safety System	United States	7,699,276	28-Jun/07	20-Apr-10	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	Canada	2515750	10/Aug/05	3-Jun-14	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	China	ZL2006800295800	9/Aug/06	4-May-11	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	Germany	6020060158246	9/Aug/06	28-Jul-10	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	European Patent Office	1922456	9/Aug/06	28-Jul-10	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	United Kingdom	1922456	9/Aug/06	28-Jul-10	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	United States	8,590,849	9/Aug/06	26-Nov-13	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	United States	8,152,118	25/Feb/09	10-Apr-12	Issued
Locking And Lifting Mechanism For Safety Fence Support Post	India	290898	13/Feb/08	21-Dec-17	Issued

Schedule A2  
Speed Edge Products

13

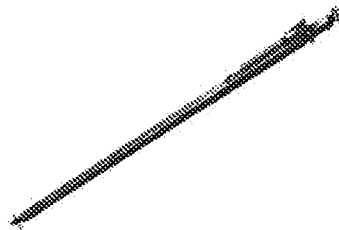
KF542 Fence 4'11" x 42" H



KF9642 Fence 9'6" x 42" H



SPV96/108 Speed Velocity  
Post 9'6" or  
10'8"

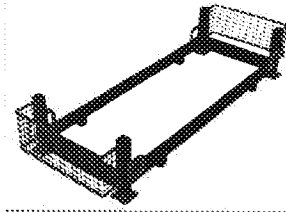


KP136 Extension Post (High Post)  
13'6"

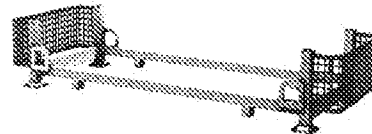


**Schedule A2**  
**Speed Edge Products**

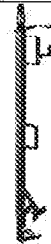
PC96      Post Crate 9'6"



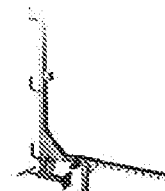
PC136      Post Crate 13'6"



SG4226      Slab Grab



KG21      Kerb Grab





**Schedule A2**  
**Speed Edge Products**

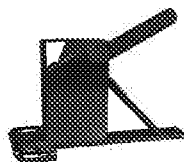
---

15

KGC21 Slab/Kerb Grab Rack



SB Shark Base



SP Shark Post



SS Shark Stand



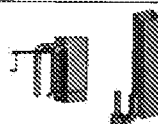
**Schedule A2**  
**Speed Edge Products**

---

16

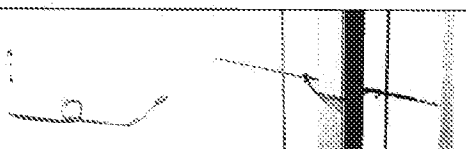
---

SGH      Spring Gate Hinge



---

SPW      Speed Wire



**SCHEDULE "B"**  
**[as per Article Six]**

**COVENANTS & WARRANTIES**

**IWW** and **JM** warrant as follows, which warranties shall survive closing:

1. That **JM** is the absolute owner of all the **Purchased Assets** including the **Speed Edge Patents** and patents pending listed in **Schedule "A"** except for the trademark **SpeedFan** for which **IWW** is the absolute owner.
2. That all of the **Purchased Assets** are free and clear of all liens, claims, encumbrances, chattel mortgages, conditional sales contracts and any other encumbrances whatsoever either registered or unregistered.
3. That until closing, **IWW** and **JM** will carry on business in the usual manner and they will not take any action which will adversely or materially affect the operation of the business.
4. **IWW** and **JM** are not non-residents within the meaning of the *Income Tax Act*.
5. **JM** has a right to sell the **Purchased Assets** to **DEP**.
6. This Agreement does not constitute the default of any agreement entered into by **IWW** or **JM**.
7. There is no statement of facts known to **IWW** and **JM** which should be disclosed to **DEP** in order to make any of the representations and warranties contained herein not misleading or which may have a material adverse effect on the **Purchased Assets** and no statement of facts is known to **IWW** and **JM** which may materially adversely affect the **Purchased Assets** or would operate to prevent **DEP** from using the **Purchased Assets**, or which, if known to **DEP** would have caused **DEP** not to enter into this Agreement.
8. Save for and except the agreement between **IWW** and a third party in which **IWW** granted an exclusive licence to the third party to sell, lease, offer to sell or lease, manufacture or distribute **Smart Edge Products** in the United States of America, that there are no licencing agreements, distributorship agreements, use agreements whether exclusive or otherwise or any agreements whatsoever granting or entitling any party to sell, lease, offer to sell or lease, manufacture or distribute **Smart Edge Products** other than licences in favour of **DEP**.
9. That Jonny Jonathan Melic, Jon Melic, Jonny Melic, Jonathan Melic, John Melic and any other variation of **JM's** name are one and the same person as **JM**.
10. That all maintenance fees and annuities have been paid on foreign patent and grants including the United States applications and patent and grants and all patent applications and grants are still in effect.
11. That **JM** owns all manufacturing rights to the **Purchased Assets** and has not transferred or assigned same to any party whatsoever, including **IWW**.

**ALL OF THE ABOVE WARRANTIES SHALL SURVIVE CLOSING.**

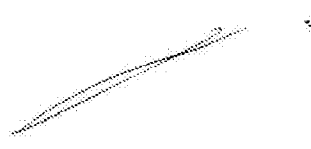
**SCHEDULE C**  
**[as per Article Seven]**

**CONDITIONS**

1. This Agreement is conditional **until closing** upon the following:

- (i) **IWW** being a duly incorporated and organized and validly subsisting corporation and in good standing under the laws of the Province of Ontario and having corporate power to own the **Purchased Assets** and carry on the business now being conducted by it, as at the date of closing;
- (ii) the **Purchased Assets except for the Trademark SpeedFan** being owned by **JM** as beneficial and legal owner thereof with good and marketable title thereto, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever and the Trademark SpeedFan is owned by **IWW** as beneficial and legal owner thereof with good and marketable title thereto, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances or other claims whatsoever;
- (iii) that no person, firm or Corporation having any written or oral agreement, option, understanding or commitment or any right or privilege capable of becoming an agreement, for the purchase from **IWW** or **JM** of any of the **Purchased Assets**;
- (iv) **IWW** and **JM** not disposing of any assets forming part of the **Purchased Assets** prior to **Closing**;
- (v) **IWW** and **JM** not now and not at the time of closing being a non-resident within the meaning of section 116 of the *Income Tax Act* (Canada);
- (vi) on all of the warranties and representations contained in Article Six and Schedule B being true and correct;
- (vii) intentionally deleted;
- (viii) on all maintenance fees and annuities owing as of closing being paid on foreign patent and grants including the United States applications and patent and grants and all patent applications and grants being in effect on closing.

All of the aforementioned conditions for the benefit of **DEP** and may be waived by **DEP** at any time.



**SCHEDULE D**  
**[as per Article Ten]**  
**Promissory Note**

**TO:** Dell-Core Edge Protection Ltd.  
**AMOUNT:** \$1,300,624.95 DOLLARS  
**DATED:** (closing date to be inserted)

FOR VALUE RECEIVED, the undersigned, (the "**Maker**") promises to pay to the order of Dell-Core Edge Protection Ltd. (the "**Holder**") or as it may direct, the sum of One Million Three Hundred Thousand Six Hundred Twenty-Four Dollars and Ninety-Five Cents (\$1,300,624.95) (the "**Principal**") at the rate of **NIL PERCENT (nil%)** per annum, to be repayable monthly with payments on account of principal only in the amount of Twenty-Five Thousand (\$25,000.00) Dollars, from and including October 1<sup>st</sup>, 2018 to and including December 1<sup>st</sup>, 2022.. The entire principal balance shall be due and payable on the 1<sup>st</sup> day of December, 2022.

Provided that an event of default has not occurred, the **Maker** shall have the privilege of prepaying of the whole or any part of the **Principal** at any time or times without notice or bonus. Provided that in case of a partial prepayment, monthly payments shall remain the same until the Promissory Note is repaid in full.

In the event of default in any payment then, if such default is not cured within thirty (30) days from the 1<sup>st</sup> of the month in which default occurs, the whole amount of the **Principal** balance then outstanding thereon shall become due and payable forthwith.

A prepayment of the whole or any part of this **Principal** may be made by way of transfer of equipment from the **Maker** and/or **Jonny Jonathan Melic ("JM")** to the **Holder** without notice or bonus provided that the **Maker**, **JM** and the **Holder** agree in writing to the amount to be attributed to said equipment and in the case of partial prepayment, monthly payments shall remain the same until this Promissory Note is repaid in full;

In the event of a default in payment, the **Holder** will grant the **Maker** and **JM** 30 days grace from the 1<sup>st</sup> of the month in which default occurs before commencing any legal proceedings to recover payment.

The **Maker** hereby waives presentment for payment, demand, notice of dishonour, protest and notice of protest and all other requirements necessary to hold it liable for the due repayment of the within Promissory Note.

The **Maker** further agrees to pay all costs of collection, including reasonable legal costs, in the event the **Principal** or any payment on account of **Principal** is not made on the respective due date or in the event that it shall become necessary to protect the **Principal** whether suit shall be brought or not.

Extension of the time of payment of all or any part of the principal or interest payable hereunder at any time or times shall not release any party hereto.

Any notice or communication to be given pursuant to this Promissory Note shall be given in accordance with Schedule "A" annexed hereto.

) Integrity Worldwide Inc.  
 ) Per: \_\_\_\_\_  
 )  
 ) Name: Jonathan J. Melic  
 ) Title: President  
 ) I have authority to bind the Corporation.

**SCHEDULE "A"**  
**To Promissory Note**

**A.** Any notices, consents, approvals, statements, authorizations, documents or other communications (collectively "notices") required or permitted by this Agreement to be given or sent or delivered to, or received by, a person:

- (a) shall be in writing;
- (b) shall be addressed to such person at such person's Notice Address;
- (c) shall be given to such person:
  - (i) by delivery, including delivery by courier, to such person;
  - (ii) by prepaid registered or certified mail, return receipt requested, mailed in (Ontario) in an envelope addressed to such person's Notice Address; or
  - (iii) by transmission by facsimile to such person at such person's Facsimile Number to the attention of such person's Facsimile Addressee; or
  - (iv) by transmission by E-Mail to such person at such person's E-Mail address to the attention of such person's E-mail Addressee

**B. Notice Addresses, Facsimile Numbers, Facsimile Addressees, E-Mail Addresses, and E-Mail Addressees**

The Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressees:

**(a) of "Maker" are as follows:**

Notice Address: 3310 Mainway, Burlington, ON L7M 1A7  
 Facsimile Number: 905-631-3150  
 Facsimile Addressee:  
 E-Mail Address: johnmelic@iwwinc.ca  
 E-Mail Addressee: michele.m@iwwinc.ca

**(b) of "Holder" are as follows:**

Notice Address: 4 Wheeler Drive, Bolton, ON L7E 4H8  
 Facsimile Number: 905-951-1180  
 Facsimile Addressee:  
 E-Mail Address: mark@dellcore.com  
 E-Mail Addressee: n/a

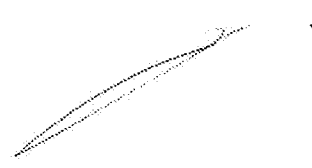
**C. Deemed Delivery**

Any Notice given to a person as aforesaid:

- (a) if given by delivery (other than by mail), shall be deemed to have been given, sent and delivered to, and received by, such person on the day on which it is so delivered;
- (b) if given by mail, shall be deemed to have been given, sent and delivered to, and received by, such person on the day on which it is delivered as evidenced by a receipt, acknowledgement or other document issued by a postal authority; and
- (c) if given by transmission by facsimile, shall be deemed to have been given, sent and delivered to, and received by, such person on the first Business Day after transmission;
- (d) if given by transmission by E-Mail, shall be deemed to have been given, sent and delivered to, and received by, such person on the first Business Day after transmission.

**D. Changing or Establishing a Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address or E-Mail Addressee**

Any party (the "Notifying Party") may from time to time by notice (a "Communications Notice") given as aforesaid to any other Party, change or establish any one or more of the Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address or E-Mail Addressee of the Notifying Party as between the Notifying Party and the other Party. At the time when a Party (the "Notified Party") actually receives a Communications Notice from a Notifying Party, the Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressee of the Notifying Party shall be changed or established, as between the Notifying Party and the Notified Party, to give effect to such Notice Address, Facsimile Number, Facsimile Addressee, E-Mail Address and E-Mail Addressee of the Notifying Party as changed or established by the Communications Notice.



**SCHEDULE E**  
**INTENTIONALLY DELETED**

**SCHEDULE F**  
**As per Article Nineteen**

**INDEMNITY AGREEMENT**

TO: Dell-Core Edge Protection Ltd., the Purchaser

**WHEREAS** pursuant to that certain Asset Purchase Agreement and Loan Extension Agreement dated the 20<sup>th</sup> Dec. 2018, made between **JM** (hereinafter called the "**Vendor**") and **DEP** (hereinafter called the "**Purchaser**") and **IWW** (hereinafter called the "**Third Party**"), it was agreed that the **Vendor** and the **Third Party** should deliver an Indemnity in favour of the **Purchaser** on the closing of the transaction thereby contemplated.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of TWO DOLLARS (\$2.00) and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the **Vendor** and the **Third Party** covenant and agree to indemnify and save harmless the **Purchaser** from and against any claims, demands, actions, causes of action, damage, loss, cost, liability or expense (hereinafter called the "Claims") which may be made or brought against the **Purchaser** or which it may suffer or incur as a result of or, in respect of, or arising out of a breach of any of the covenants, warranties and representations contained in the said Asset Purchase Agreement and Loan Extension Agreement or incurred as a result of, or in respect of, or arising out of or in any way connected with the **Purchased Assets** or otherwise the cause of which arose prior to closing.

The foregoing obligation or indemnification in respect of such Claims shall:

- (a) not be applicable to the extent that the Claims arise as a result of the non-fulfillment of any covenant or agreement on the part of the **Purchaser** under said Asset Purchase Agreement or any obligation expressly assumed by the **Purchaser** in the said Asset Purchase Agreement.
- (b) be subject to the requirement that the **Vendor** and **Third Party** shall, in respect of any Claims made by any third party, be afforded an opportunity at their sole expense to resist, defend or compromise the same.

Any notice required to be given pursuant to this Indemnification Agreement may be given in the same manner as pursuant to the said Asset Purchase Agreement.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective legal personal representatives, successors and assigns.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement this \_\_\_\_ day of 3/January, 2019.

SIGNED, SEALED AND DELIVERED  
in the presence of

witness

**INTEGRITY WORLDWIDE INC.,**  
Per:

Jonathan J. Melic  
Jonathan J. Melic, President  
I have authority to bind the Corporation.

Jonny Jonathan Melic



**SCHEDULE G**  
**[as per Article Twenty-Two]**

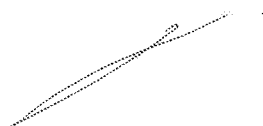
**DOCUMENTS TO BE DELIVERED ON CLOSING**

- A. **IWW** and **JM** shall deliver, among other things, the following documents to **DEP** on closing:
- (i) Retail Sales Tax Clearance under Section 6 of the *Retail Sales Tax Act* as per Article Nine.
  - (ii) Bill of Sale.
  - (iii) Certificate of Covenants and Warranties as set forth in Schedule B.
  - (iv) Certificate of an Officer of **IWW**, as well as a certified copy of its Articles of Incorporation and a certified copy of corporate resolution authorizing this Agreement, together with a letter of opinion of its corporate solicitor in a form satisfactory to **DEP's** solicitor.
  - (v) Revised Exclusivity Agreement as set forth in Article Thirteen.
  - (vi) Indemnity as provided for in Article Nineteen in a form as per Schedule F annexed hereto and forming part of this Agreement.
  - (vii) Declaration re Section 116 of *Income Tax Act*.
  - (viii) Promissory Note as per Article Ten in a form as per Schedule D annexed hereto and forming part of this Agreement.
  - (ix) Documents to transfer **Speed Edge Patents** and patents pending listed in Schedule A including, without limiting the generality of the foregoing the Worldwide Assignment of all Patents listed in Schedule A1 in the form annexed hereto as Schedule "H", the Assignment from **IWW** to **JM** in the form annexed hereto as Schedule "H1" and the Assignment from **JM** to **DEP** in the form annexed hereto as Schedule "H2".
  - (x) Consent to use of trade name SpeedFan and undertaking to make an application to trademark the name as per Article Eighteen.
  - (xi) Release by **IWW** of any and all licencing rights to the **Speed Edge Patents** and patents pending listed in Schedule A and release by any other party to whom licencing rights have been granted.
  - (xii) Invoices to **DEP** for maintenance and service as referred to in Article Four, 4.02 duly marked "Paid".
  - (xiii) Their undertaking to use their best efforts to assist **DEP** in obtaining consent of **Tata** to continue to manufacture for **DEP Speed Edge Products & Products** listed on Schedule A2.
  - (xiv) All manufacturing documentation relating to the **Speed Edge Product** and **Speed Edge Patents** and patents pending listed in Schedule "A1" & Products listed on Schedule A2, including without limiting the generality of the foregoing all drawings, specifications, quality control and manuals.
  - (xv) Statutory Declaration by **JM** that **JM**, Jonny Jonathan Melic, Jon Melic, Jonny Melic, Jonathan Melic, John Melic and any other variations of **JM's** name are one and the same person.

- (xvi) Photo issued government ID and Birth Certificate of JM establishing his proper name.
- (xvii) Evidence satisfactory to the purchaser in its sole discretion that all maintenance fees and annuities have been paid to closing on foreign patent and grants including the United States applications and patent and grants and all patent applications and grants are in effect on closing.
- (xviii) Undertaking as per Article 18.01 of this Agreement.
- (xix) Intentionally Deleted .
- (xx) An Assignment from **IWW** to **DEP** of any manufacturing rights it may have to manufacture **Speed Edge Products or Products** in Schedule A2 or in the alternative, if it has no manufacturing rights, an Acknowledgement of same.
- (xxi) Assignment and undertaking as per Article 12.01.
- (xxii) Any other documents as required by this Agreement or reasonably required by **DEP's** solicitor to give effect to this Agreement.

B. **DEP** shall deliver to **IWW** and **JM** the following documents on closing:

- (i) Direction re: Title.
- (ii) Document Evidencing forgiveness of **Loan** as per Article Four, 4.01 and 4.02.
- (iii) HST Declaration, Undertaking and Indemnity as per Article 20.
- (iv) Any other documents as required by this Agreement or reasonably required by **IWW** and **JM's** solicitor to give effect to this Agreement.



**SCHEDULE H**  
**[as per Schedule G(ix)]**

**WORLDWIDE ASSIGNMENT**

For one dollar and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I, Jonathan Jonny Melic (Assignor), c/o 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada, confirm that I have assigned, and do hereby assign, to Dell-Core Edge Protection Ltd. (Assignee), whose current post office address is 4 Wheeler Drive, Bolton, Ontario L7E 4H8, Canada, all my worldwide right, title and interest in the patents and patent applications identified in the attached Schedule A1, and any patents or intellectual property registration which may issue from the identified patents and patent applications.

I agree to do all things and to execute without additional consideration any documents which may reasonably be required by the assignee to register this assignment and to obtain patent and/or intellectual property protections for the inventions defined by the patents and patent applications listed in Schedule A1.

Dated: 5/30/2019

Jonathan Jonny Melic  
**Jonathan Jonny Melic (a.k.a Jon Melic, Jonny Melic,  
 Jonny Jonathan Melic, Jonathan Melic and John Melic)**

I was personally present and did witness Jonathan Melic who is known to me execute this Assignment on the date and time stated in this Assignment.

Witness: [Signature]

Name: Dan O'Sullivan

Title: President

# SCHEDULE H1 ASSIGNMENT

Integrity Worldwide, Inc., with an address of 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada (the "Assignor") is the owner of:

U.S. Patent Number 8,152,118 B2, issued April 10, 2012, titled Locking and Lifting Mechanism for Safety Fence Support Post; and

U.S. Patent Number 7,510,152 B2, issued March 31, 2009, titled Guard Rail Safety System (collectively, the "Patents").

Jonathan Jonny Melic, with an address of 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada, (the "Assignee") desires to acquire rights in and to the Patents.

Therefore, for the sum of \$1.00 (one dollar) USD and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns and hereby transfers to Assignee all of its right, title and interest in the Patents for the entire term of the Patents.

This assignment includes any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts, if any; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments or transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

Dated: 3/5/2019

Integrity Worldwide, Inc.  
Per:

Name: JONATHAN MELIC  
Title: PRESIDENT  
I have authority to bind the Corporation.

I was personally present and did witness Jonathan Melic who is known to me execute this Assignment on the date and time stated in this Assignment.

Witness: [Signature]

Name: DAN CESANA  
Title: PRESIDENT

## SCHEDULE H2 ASSIGNMENT

Jonathan Jonny Melic, with an address of 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada (the "Assignor") is the owner of:

U.S. Patent Number 8,152,118 B2, issued April 10, 2012, titled Locking and Lifting Mechanism for Safety Fence Support Post; and

U.S. Patent Number 7, 510,152 B2, issued March 31, 2009, titled Guard Rail Safety System (collectively, the "Patents").

Dell-Core Edge Protection Ltd., with an address of 4 Wheeler Drive, Bolton, Ontario, L7E 4H8, Canada, (the "Assignee") desires to acquire rights in and to the Patents.

Therefore, for the sum of \$1.00 (one dollar) USD and other good and valuable consideration, the receipt of which is hereby acknowledged, and subject to Article 14 of an Asset Purchase Agreement and Loan Extension Agreement dated 20<sup>th</sup> Dec 2018 between Assignor and Assignee, Assignor assigns and hereby transfers to Assignee all of his right, title and interest in the Patents for the entire term of the Patents.

This assignment includes any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts, if any; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments or transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

Dated: 8/January/2019

Jonathan Jonny Melic

I was personally present and did witness Jonathan Melic who is known to me execute this Assignment on the date and time stated in this Assignment.

Witness: [Signature]

Name: Dan Ceskna

Title: President

Schedule "I"  
ASSIGNMENT

Dell-Core Edge Protection Ltd., with an address of 4 Wheeler Drive, Bolton, Ontario, L7E 4H8, Canada (the "Assignor") is the owner of:

U.S. Patent Number 8,152,118 B2, issued April 10, 2012, titled Locking and Lifting Mechanism for Safety Fence Support Post; and

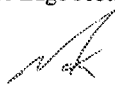
U.S. Patent Number 7,510,152 B2, issued March 31, 2009, titled Guard Rail Safety System (collectively, the "Patents").

Integrity Worldwide, Inc., with an address 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada (the "Assignee") desires to acquire certain rights in and to the Patents.


Therefore, for the sum of \$1.00 (one dollar) and other good and valuable consideration, the receipt of which is hereby acknowledged, and pursuant to Article 14 of the Asset Purchase Agreement and Loan Execution Agreement dated December 20<sup>th</sup>, 2018 between Assignor and Assignee, Assignor assigns and hereby transfers to Assignee the exclusive right, title and interest in the Patents. These rights include the rights that convey standing to Assignee to enforce the Patents against Rapid-EPS, Ltd., Rapid Prosafe LLC, Edge Protection Solutions and Rapid EPS South, as set out in Article 14 aforesaid.

Assignor further agrees to execute, verify, acknowledge and deliver all such further papers, including instruments of transfer, that may be necessary to effect or confirm this assignment under applicable United States law. Assignee agrees that it will cover all costs of enforcement and Assignor agrees that Assignee shall receive all proceeds from such enforcement proceedings, including any proceeds received from any settlement of the enforcement proceedings.

Dated: 3/5 January/2019 Dell-Core Edge Protection Ltd.

  
Name: MARK CESANA  
Title: GENERAL MANAGER / SECRETARY  
I have authority to bind Corporation.

I was personally present and did witness Mark Cesana who is known to me execute this Assignment on the date and time stated in this Assignment.

Witness:   
Name: DAN CESANA  
Title: PRESIDENT

## Schedule "J"

## ACKNOWLEDGEMENT

To: Dell Core Edge Protection Ltd. (**DEP**)

Re: Assignment of U.S. Patent Number 8,152,118 B2, issued April 10, 2012, titled Locking and Lifting Mechanism for Safety Fence Support Post, and U.S. Patent Number 7,510,152 B2, issued March 31, 2009, titled Guard Rail Safety System (collectively, the "**Patents**").

**IWW** acknowledges that **DEP** has assigned the **Patents** to **IWW** as an accommodation for the purposes solely of allowing them to prosecute the existing litigation for infringement of the **Patents** against Rapid-EPS Ltd., Rapid Prosafe LLC, Edge Protection Solicitors and Rapid EPS South (the "**Litigation**") as per Article 14.01 of the Asset Purchase Agreement and Loan Extension Agreement dated December 20<sup>th</sup>, 2018 between Jonny Jonathan Melic, Integrity Worldwide Inc. and Dell-Core Edge Protection Ltd. (the "**Agreement**") and further acknowledges, covenants and agrees that in consideration of same upon conclusion of the **Litigation**, **IWW** shall immediately re-assign the **Patents**, at its sole cost including registration fees to **DEP** and further acknowledges, covenants and agrees to execute a re-assignment of same now, to be held in trust by **DEP** until conclusion of the **Litigation**, including appeals and upon conclusion of the **Litigation**, **IWW** shall notify **DEP** in writing in accordance with the notice provisions of the **Agreement**, forthwith of same.

During the course of the **Litigation** and until re-assignment of the **Patents**, **DEP** shall have the right to use of the **Patents** for all purposes save and except prosecuting any infringements.

Dated at Boston, this 13 day of January, 2019.

Integrity Worldwide Inc.

Per:

Name: Jonny Jonathan Melic

Title: President

I have authority to bind the Corporation.

## Schedule "K"

(to be held in trust by DEP pursuant  
to terms of Acknowledgement attached)

## RE-ASSIGNMENT

Integrity Worldwide, Inc., with an address of 3310 Mainway, Burlington, Ontario, L7M 1A7, Canada (the "Assignor") is the owner of:

U.S. Patent Number 8,152,118 B2, issued April 10, 2012, titled Locking and Lifting Mechanism for Safety Fence Support Post; and

U.S. Patent Number 7,510,152 B2, issued March 31, 2009, titled Guard Rail Safety System (collectively, the "Patents").

Dell-Core Edge Protection Ltd., with an address of 4 Wheeler Drive, Bolton, Ontario, L7E 4H8, Canada, (the "Assignee") desires to acquire rights in and to the Patents.

Therefore, for the sum of \$1.00 (one dollar) USD and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor assigns and hereby transfers to Assignee all of its right, title and interest in the Patents for the entire term of the Patents.

This assignment includes any reissues or extensions and for the entire terms of any patents, reissues or extensions that may issue from foreign applications, divisions, continuations in whole or part or substitute applications filed claiming the benefit of the Patents.

Assignor further agrees to: (a) cooperate with Assignee in the protection of the patent rights and prosecution and protection of foreign counterparts, if any; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments or transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patents and any and all applications and registrations for the invention in any and all countries.

Dated: 3/30/2019

Integrity Worldwide, Inc.  
Per:

Name: Thomas M. Meier  
Title: President  
I have authority to bind the Corporation.

I was personally present and did witness Thomas M. Meier who is known to me execute this Assignment on the date and time stated in this Assignment.

Witness: [Signature]  
Name: Dr. Cohen  
Title: President