

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

Assignment ID: PATI73347

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	Desert Spring Eco-Products Ltd.	09/02/2021
<b>RECEIVING PARTY DATA</b>		
<b>Company Name:</b>	Canadian General Filters Limited	
<b>Street Address:</b>	400 Midwest Road	
<b>City:</b>	Toronto	
<b>State/Country:</b>	CANADA	
<b>Postal Code:</b>	M1P 3A9	
<b>PROPERTY NUMBERS Total: 2</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Application Number:</b>	17748532	
<b>Application Number:</b>	16786925	
<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>	(416)8653517	
<b>Email:</b>	hhersi@smartbiggar.ca	
<b>Correspondent Name:</b>	Ms. Hala Hersi	
<b>Address Line 1:</b>	150 York Street	
<b>Address Line 2:</b>	Suite 1100	
<b>Address Line 4:</b>	Toronto, CANADA M5H 3S6	
<b>ATTORNEY DOCKET NUMBER:</b>	91024430	
<b>NAME OF SUBMITTER:</b>	Hala Hersi	
<b>SIGNATURE:</b>	Hala Hersi	
<b>DATE SIGNED:</b>	03/06/2024	
<b>Total Attachments: 4</b>		
source=Assignment from Desert Spring Eco-Products Ltd to Canadian General Filters Limited#page1.tif		
source=Assignment from Desert Spring Eco-Products Ltd to Canadian General Filters Limited#page2.tif		
source=Assignment from Desert Spring Eco-Products Ltd to Canadian General Filters Limited#page3.tif		
source=Assignment from Desert Spring Eco-Products Ltd to Canadian General Filters Limited#page4.tif		

**ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY AND TRANSFER AGREEMENT**

**THIS ASSIGNMENT made as of the 2nd day of September, 2021**

**BETWEEN:**

**DESERT SPRING ECO-PRODUCTS LTD.  
(the "Assignor")**

**-and-**

**CANADIAN GENERAL FILTERS LIMITED  
(the "Assignee").**

**WHEREAS:**

- A. The Assignor is the owner and operator of the business located at 6540 Kestrel Road, Unit 2, Mississauga, ON, L5T 2C8 (the "Business");
- B. The parties have entered into an Asset Purchase Agreement dated August 12, 2021 (the "Asset Purchase Agreement"), pursuant to which the Assignors agreed to sell and the Assignee agreed to purchase certain assets of the Business on the terms and conditions described therein;
- C. The Assignor has entered into certain Intellectual Property and agreements in respect of the ownership, maintenance and service of certain assets of the Business; and
- D. The Assignor has agreed under the Asset Purchase Agreement to assign, to the extent same are assignable, and the Assignee has agreed to assume all Intellectual Property including Intellectual Property related to the UNU Products, warranties and warranty rights forming a part of the Purchased Assets (the "Intellectual Property") on the terms and conditions set out in the Asset Purchase Agreement;

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the sum of Two Dollars (\$2.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

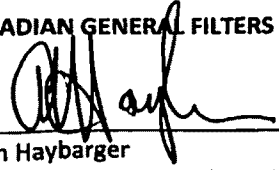

- 1. To the extent the Intellectual Property is assignable, the Assignors hereby assign, transfer, set over and convey unto the Assignee all of their right, title, estate and interest in and to the Intellectual Property and the benefit of all the covenants therein by all other parties thereto **TO HAVE AND TO HOLD** same unto the Assignee for its sole and only use forever.

2. The Assignee hereby covenants and agrees to perform all the obligations of the Assignor under the Intellectual Property, including without limitation payment of any amounts payable, arising on or after the date herein.
3. The Assignor hereby covenants and agrees with the Assignee that any Intellectual Property which is not assignable by their terms or because, as of the date hereon, consent to the assignment has not been obtained, shall be held in trust by the Assignor for the Assignee and performed by the Assignee in the name of the Assignor, and all benefit derived under such Intellectual Property shall be for the benefit of the Assignee.
4. The Assignor hereby indemnifies and save harmless the Assignee as and from all claims, actions, suits, costs, losses, charges, damages and expenses arising out of, or in relation to the Intellectual Property in respect of any matter occurring before, but not including, the date of this Assignment.
5. The Assignee hereby indemnifies and saves harmless the Assignor as and from all claims, actions, suits, costs, losses, charges, damages and expenses arising out of, or in relation to the Intellectual Property in respect of any matter occurring on or after the date of this Assignment.
6. Notwithstanding any other provision of this Agreement, the Assignor is responsible for all costs, charges, lawyer's fees, disbursements, and taxes for and related to the UNU trademark application to the Canadian Intellectual Property Office ("CIPO") and for and related to the UNU products patent application to the United States Patent and Trademark Office ("USPTO") incurred and billed up to the date of this Assignment.
7. Notwithstanding any other provision of this Agreement, the Assignee is responsible for all costs, charges, lawyer's fees, disbursements, and taxes for and related to the UNU trademark application to the Canadian Intellectual Property Office ("CIPO") and for and related to the UNU products patent application to the United States Patent and Trademark Office ("USPTO") incurred and billed after the date of this Assignment.
8. The Assignor shall transfer the CIPO trademark "Desert Spring" registration number TMA 502,206 to the Assignee.
9. Each party hereby agrees from time to time, and at any time hereafter, to execute such further assurances as may be reasonably required for more effectively assigning the interest of the Assignor in the Intellectual Property, together with all benefits and advantages to be derived therefrom and to carry out the true intention of this Assignment.

10. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, estate trustees, successors and assigns.
11. This Assignment shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
12. This Assignment may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.
13. This Assignment and/or counterparts hereof, may also be executed either in original, PDF and/or fax from and the parties adopt any signatures received by a receiving fax machine or PDF as original signatures of the parties.

**IN WITNESS WHEREOF** the parties have hereunto duly executed these presents as of the date first hereinabove written.

**SIGNED, SEALED and DELIVERED**  
in the presence of:

) **CANADIAN GENERAL FILTERS LIMITED**  
) Per:   
)  
)  
) Allen Haybarger A.S.O.  
) I have the authority to bind the Corporation.  
)  
)  
) **DESERT SPRINGS ECO-PRODUCTS LTD.**  
) Per:   
) Peter VanderPlaat A.S.O.  
) I have authority to bind the Corporation

## **SCHEDULE "A"**

### **Existing Intellectual Property**

- Trademark TMA 502,206: Desert Spring
- Intellectual Property related to UNU Products:
  - trademark application No. 1971583 filed with CIPO via Ridout & Maybee LLP
  - patent application No. 16/786,925 filed with USPTO via Ridout & Maybee LLP