

BETWEEN:

Meridius Corporation (“**Assignor**”)

AND:

Healthy Cow Corporation (“**Assignee**”)

EFFECTIVE DATE: **July 25, 2016**

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

WHEREAS Assignor is the author of the Healthy Cow Design (a copy of which is attached on Schedule “A” hereto);

AND WHEREAS Assignor and Assignee wish to enter into this assignment (the “**Assignment**”) to assign to Assignee any and all copyright in the **Healthy Cow Design**, the **ProPreg Wordmark**, the **ProMunity Wordmark** including all other related works thereto, in any format whatsoever (collectively, the “**Work**”);

NOW THEREFORE THIS ASSIGNMENT WITNESSES as follows:

1. Assignor hereby irrevocably assigns to Assignee all of his rights to and in the Work. Such rights include without limitation all intellectual property rights, including copyrights, therein, any publication rights, as well as the rights to do any and all acts and things necessary or appropriate to protect the rights granted hereunder, including the copyright, and to institute any actions for such purpose in the name of Assignee.
2. Assignor agrees, upon request of Assignee, to take all commercially reasonable steps necessary to assist Assignee in enforcing any claim or right in and to the aforesaid rights, including the right to register the aforesaid copyrights and or the right to sue for any past infringement.
3. This Agreement and all rights and obligations of the parties hereto shall be construed and enforced in accordance with the laws of Canada and the Province of Ontario as the case may be. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns, and shall enure to their benefit. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. This agreement may be executed in counterparts.

[Remainder of this page left blank intentionally. Signing pages to follow]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed effective as of the date and year above written.

Healthy Cow Corporation

Per: Richard Strafeh
Name: Richard Strafeh
Title: CEO

I have the necessary authority to bind the company

Meridius Corporation

Per: Richard Strafeh
Name: Richard Strafeh
Title: President

SCHEDULE "A" – HEALTHY COW DESIGN



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PROMUNITY
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Marques de commerce
Certificat d'enregistrement

La présente certifie que la marque de commerce indiquée ci-dessous a été enregistrée. L'extrait ci-joint est une copie conforme de l'inscription de son enregistrement. Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est sujette à renouvellement tous les 10 ans à compter de la date d'enregistrement.



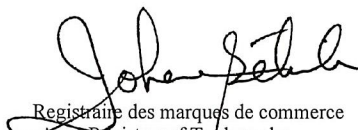
Trademarks
Certificate of Registration

This is to certify that the trademark identified below has been registered and that the attached extract is a true copy of the record of its registration. In accordance with the provisions of the *Trademarks Act*, this trademark is subject to renewal every 10 years from the registration date.

PROPREG

Numéro d'enregistrement
Registration Number **TMA1,063,525**

Numéro de dossier
File Number **1855489**


Registraire des marques de commerce
Registrar of Trademarks

Date d'enregistrement
Registration Date **19 nov/Nov 2019**

APPL'N/DEM. NO **1 855 489** **REGISTRATION/ENREGISTREMENT NO TMA1,063,525**

FILING DATE/DATE DE PRODUCTION:
REGISTRATION DATE/DATE D'ENREGISTREMENT:

31 août/Aug 2017
19 nov/Nov 2019

REGISTRANT/PROPRIÉTAIRE ORIGINAL:

MERIDIUS CORPORATION
Suite 111
349 St. Clair Avenue West
Toronto,
ONTARIO
M5P 1N3

AGENT:

KENNETH R. CLARK
(AIRD & BERLIS LLP)
BROOKFIELD PLACE, SUITE 1800
181 BAY STREET
BOX 754
TORONTO
ONTARIO M5J 2T9

TRADEMARK DETAILS/DÉTAILS DE LA MARQUE DE COMMERCE

PROPREG

GOODS/PRODUITS:

5 Probiotics for reproductive tracts of animals.

SERVICES:

35 Sale of probiotics for reproductive tracts of animals.

CLAIMS/REVENDEICATIONS:

Proposed Use in CANADA on goods and on services.



Marques de commerce
Certificat d'enregistrement

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PROMUNITY

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TRADEMARK DETAILS/DÉTAILS DE LA MARQUE DE COMMERCE

PROMUNITY

GOODS/PRODUITS:

5 Oral and nasal sprays and vaccines for animals to reduce infection.

SERVICES:

35 Sale of oral and nasal sprays and vaccines for animals to reduce infection.

CLAIMS/REVENDEICATIONS:

Proposed Use in CANADA on goods and on services.