

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made the 30th day of April, 2021 (the “**Effective Date**”).

AMONG:

ELEUSIAN BIOSCIENCES CORP., a corporation having an address at
3400 – 100 King Street West, Toronto, ON

(the “**Purchaser**”)

AND:

LOBE SCIENCES LTD., a corporation having an address at 1400 – 1199
West Hastings Street, Vancouver, BC

(the “**Lobe**”)

AND:

1428 INVESTMENTS INC., a corporation having an address at 1103 –
88 W. 1st Avenue Vancouver BC

(the “**Vendor**”)

WHEREAS:

- A. The Vendor owns the assets, which are listed in Schedule “A” hereto (the “**Assets**”);
- B. The Purchaser is a wholly-owned subsidiary of Lobe; and
- C. The Purchaser desires to purchase the Assets from the Vendor in consideration for a cash payment of \$100,000.00 (the “**Cash Purchase Price**”), and causing Lobe to issue to the Vendor 17,500,000 common shares in the capital of Lobe (the “**Consideration Shares**”, and together with the Cash Purchase Price, the “**Purchase Price**”) as is equal to \$3,500,000.00, at a deemed price of \$0.20 per Consideration Share (the “**Issue Price**”).

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and of the premises, covenants and agreements herein set forth, the parties hereto covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 In this Agreement, unless there is something in the subject matter or context inconsistent therewith or unless otherwise specifically provided:

- (a) “**Assets**” has the meaning ascribed to such term in the recitals of this Agreement;
- (b) “**Closing Date**” means the date on which the Consideration Shares are issued to the Vendor and the Cash Purchase Price is paid to the Vendor, or such other date as may be agreed upon in writing by the Vendor and the Purchaser;

- (c) “**Consideration Shares**” has the meaning ascribed to such term in the recitals of this Agreement;
- (d) “**Encumbrance**” means: a lien, encumbrance, charge, title defect, security interest, hypothec or pledge, against assets or property;
- (e) “**Governmental Authority**” means the government of Canada or any other nation, or of any political subdivision thereof, whether provincial, territorial, state, regional, municipal or local, and any department, agency, authority, instrumentality, regulatory body, central bank, court, commission, board, tribunal, bureau or other entity exercising executive, legislative, regulatory, judicial or administrative powers or functions under, or for the account of, any of the foregoing (including any applicable stock exchange);
- (f) “**Intellectual Property**” means (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all reissues, continuations, continuations-in-part, revisions, extensions, and re-examinations thereof; (ii) all trademarks, service marks, trade dress, logos, trade names, and corporate names, together with all translations, adaptations, derivations, and combinations thereof and including, without limitation, all goodwill associated therewith, whether registered or not, and all applications, registrations, and renewals in connection therewith; (iii) all copyrightable works, all copyrights, and all applications, registrations, and renewals in connection therewith; (iv) software, algorithms, processes, source code, object code, or binary code; (v) all trade secrets and confidential information; (vi) all content, pictures and graphics; (vii) all industrial designs and all applications, registrations, and renewals in connection therewith; (viii) any similar, corresponding or equivalent rights to any of the foregoing; and (ix) all documentation related to any of the foregoing.;
- (g) “**Intellectual Property Assignment**” means the intellectual property assignment dated as of the date hereof between the Purchaser and Vendor pursuant to which the Vendor assigns to Purchaser the Intellectual Property rights in and to the Assets, in the form attached as Schedule “B”;
- (h) “**Outside Date**” has the meaning ascribed to such term in Section 7.1;
- (i) “**Person**” means an individual, legal personal representative, corporation, body corporate, firm, partnership, trust, trustee, syndicate, joint venture or unincorporated organization; and
- (j) “**Vendor Supply and Distribution Network**” shall include the Vendor and its affiliated entities' natural health product supply and distribution network.

2. PURCHASE AND SALE

2.1 The Purchaser hereby agrees to acquire from the Vendor, and, subject to the terms and conditions in this Agreement, the Vendor hereby agrees to transfer to the Purchaser on the closing date (the “**Closing Date**”), all right, title and interest of the Vendor in and to the Assets. Without limiting the generality of the foregoing, the Vendor hereby irrevocably conveys, transfers, and assigns to the Purchaser, and the Purchaser hereby accepts all of the Vendor's right, title and interest in and to all Intellectual Property rights in the Assets, as at the Closing Date.

2.2 In consideration for the Assets, on the Closing Date, the Purchaser shall pay to the Vendor the Cash Purchase Price and Lobe shall issue to the Vendor the Consideration Shares in accordance with Section 2.4, free and clear of all Encumbrances.

2.3 The Vendor acknowledges and agrees that, upon issuance, the Consideration Shares will be subject to restrictions on resale imposed by applicable securities law, and that any certificates evidencing such Consideration Shares will bear legends evidencing such restrictions.

2.4 The Consideration Shares comprising the Purchase Price shall be released to the Vendor as follows:

- (a) 4,375,000 Consideration Shares shall be released to the Vendor on the Closing Date;
- (b) 4,375,000 Consideration Shares shall be released to the Vendor upon the development by the Purchaser, with such reasonable assistance provided by the Vendor as requested in writing by the Purchaser from time to time, of [Redacted – Commercially sensitive information];
- (c) 4,375,000 Consideration Shares shall be released to the Vendor upon the Purchaser entering into a letter of intent with an entity which (i) is introduced to the Purchaser by the Vendor; (ii) [Redacted – Commercially sensitive information]; and
- (d) 4,375,000 Consideration Shares shall be released to the Vendor upon the Purchaser entering into a letter of intent with an entity which (i) is introduced to the Purchaser by the Vendor; and (ii) [Redacted – Commercially sensitive information].

The Consideration Shares will be issued at Closing and 13,125,000 Consideration Shares shall be held, together with the respective stock transfer power of attorneys as provided in section 7.2(d), by Lobe pending satisfaction of the milestones set out in Section 2.4 (b), (c) and (d). For the avoidance of any doubt, 4,375,000 Consideration Shares will be issued, released and delivered to the Vendor at Closing.

2.5 The Vendor agrees that forthwith following Closing, the Vendor shall cease using the terms “Vitamind” in commerce, any variation or component thereof, or any mark or term confusingly similar thereto, and on the Closing Date, the Vendor, if applicable, shall execute and file Articles of Amendment in respect of the Vendor having the effect of changing the name of the Vendor to a numbered name or other name that does not use the name “Vitamind” or any variation or component thereof, or any mark or term confusingly similar thereto.

2.6 Until the later of twelve (12) months after the Closing Date and the date that all milestones contained in Section 2.4 are satisfied (or rendered incapable of being satisfied), the Vendor shall provide such access and ongoing commercial relationship support as reasonably requested by the Purchaser, which shall survive and continue past the Closing Date, with the Vendor Supply and Distribution Network, including but not limited to:

- (a) facilitating an introduction between the Purchaser and the Vendor Supply and Distribution Network;
- (b) taking commercially reasonable steps to assist the Purchaser in reaching agreements and commercial arrangements with parties within the Vendor Supply and Distribution Network; and
- (c) taking commercially reasonable steps in furtherance of the obligations of the Vendor set out in Section 2.6 (a) and (b).

3. REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor hereby represents and warrants to the Purchaser, as at the Closing Date, as follows, with the intent that the Purchaser has relied on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

3.1 The Vendor is a corporation duly incorporated, validly existing and in good standing with respect to the filing of annual reports in accordance with the *Business Corporations Act* (British Columbia), and has the power and capacity to enter into this Agreement and carry out its terms to the full extent.

3.2 The execution and delivery of this Agreement and all documents, instruments and agreements required to be executed and delivered by the Vendor and the completion of the transactions contemplated by this Agreement have been duly and validly authorized by all necessary corporate actions on the part of the Vendor, including, without limitation, receipt of necessary Vendor shareholder approval for the disposition of the Assets by the Vendor, and this Agreement constitutes a legal, valid and binding obligation of the Vendor enforceable against the Vendor in accordance with its terms.

3.3 The Vendor is the sole and exclusive beneficial owner of, and has good and marketable title to, all of the Assets, free and clear of all Encumbrances.

3.4 To the knowledge of the Vendor, there is no agreement, contract, option, commitment or other right in favour of, or held by, any Person other than the Purchaser to acquire or possess any of the Assets or the Intellectual Property rights therein.

3.5 To the knowledge of the Vendor, there are no current, pending or threatened actions, claims, demands, lawsuits, assessments, arbitrations, judgments, awards, decrees, orders, injunctions, prosecutions and investigations, or other proceedings, of, by, against, or relating to any of the Assets. To the Vendor's knowledge, there is no basis for any other action, claim, demand, lawsuit, prosecution, assessment, arbitration, investigation or other proceeding which, if pursued, would likely have an adverse effect on the Assets.

3.6 The Vendor is in compliance in all material respects with all applicable laws. The Vendor has not conducted any internal investigation with respect to any actual or alleged material violation of any law by any director, officer, or employee of the Vendor. The Vendor is not the subject of any investigation, and is not being threatened to be charged with, or be given, and is not in possession of, and has not received notice of any violation of any applicable laws by any Governmental Authority, which would have an adverse effect on the Assets.

3.7 The Assets do not infringe, misappropriate, or otherwise violate any third party rights, including but not limited to third party Intellectual Property rights. To the knowledge of the Vendor, there is not, and there has not been any infringement by any third person of the Assets or any Intellectual Property rights therein. The Assets and any Intellectual Property rights therein, constitute all of the assets owned by the Vendor.

3.8 To the knowledge of the Vendor, no Person is infringing, misappropriating or otherwise violating any Intellectual Property rights in the Assets.

3.9 There is no requirement for the Vendor to make any filing with, give any notice to, or obtain any authorization of, any Governmental Authority as a result of, or in connection with, or as a condition to the lawful sale of the Assets, other than as expressly set out herein.

3.10 All representations and warranties made by the Vendor in this Section 3 shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf the

Purchaser, and shall continue in full force and effect for the benefit of the Purchaser for a period of twelve (12) months.

4. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Vendor as follows, as at the Closing Date, with the intent that the Vendor has relied on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

4.1 The Purchaser is a corporation duly incorporated, validly existing and in good standing with respect to the filing of annual reports in accordance with the *Business Corporations Act* (British Columbia), and has the power and capacity to enter into this Agreement and carry out its terms to the full extent.

4.2 The execution, delivery and performance by the Purchaser of this Agreement:

- (a) has been duly authorized by all necessary corporate action on the Purchaser's part; and
- (b) does not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of (i) any contracts or instruments to which the Purchaser is a party, or (ii) the constating documents of the Purchaser.

4.3 All representations and warranties made by the Purchaser in this Section 4 shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Vendor, and shall continue in full force and effect for the benefit of the Vendor for a period of twelve (12) months.

5. REPRESENTATIONS AND WARRANTIES OF LOBE

Lobe hereby represents and warrants to the Vendor as follows, as at the Closing Date, with the intent that the Vendor has relied on these representations and warranties in entering into this Agreement, and in concluding the purchase and sale contemplated by this Agreement:

5.1 Lobe is a corporation duly incorporated, validly existing and in good standing with respect to the filing of annual reports in accordance with the *Business Corporations Act* (British Columbia), and has the power and capacity to enter into this Agreement and carry out its terms to the full extent.

5.2 The execution, delivery and performance by the Lobe of this Agreement:

- (a) has been duly authorized by all necessary corporate action on Lobe's part; and
- (b) does not and will not (or would not with the giving of notice, the lapse of time, or both, or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any terms or provisions of (i) any contracts or instruments to which Lobe is a party, or (ii) the constating documents of Lobe.

5.3 Lobe is a "reporting issuer" or the equivalent and not on the list of reporting issuers in default under applicable securities laws in each of the Provinces of British Columbia, Alberta and Ontario.

5.4 Lobe has a sufficient number of common shares authorized for issuance to complete the transactions contemplated by this Agreement. The issuance of the Consideration Shares as contemplated

by this Agreement has been duly authorized in accordance with this Agreement, and when issued in accordance with the terms of this Agreement such Consideration Shares will be validly issued, fully paid and non-assessable.

5.5 The authorized capital of Lobe consists of an unlimited number of common shares and an unlimited number of preferred shares, of which 199,733,984 common shares and no preferred shares are issued and outstanding as of the date hereof.

5.6 All representations and warranties made by Lobe in this Section 5 shall, unless otherwise expressly stated, survive closing and any investigation at any time made by or on behalf of the Vendor, and shall continue in full force and effect for the benefit of the Vendor for a period of twelve (12) months.

6. CLOSING CONDITIONS

6.1 Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of the Vendor, each of which may be waived by the Vendor in its sole discretion:

- (a) The representations and warranties of the Purchaser and Lobe contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (b) All of the covenants and obligations of the Purchaser and Lobe to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.
- (c) The necessary filings with the Canadian Securities Exchange having been completed.
- (d) Receipt of all necessary regulatory approvals.
- (e) Closing occurring before the Outside Date.

6.2 Completion of the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions precedent for the benefit of the Purchaser and Lobe, each of which may be waived by the Purchaser and Lobe in their discretion:

- (a) The representations and warranties of the Vendor contained in this Agreement being true on and as of the Closing Date with the same effect as though such representations and warranties had been made as of the Closing Date.
- (b) All of the covenants and obligations of the Vendor to be performed or observed on or before the Closing Date pursuant to this Agreement having been duly performed or observed.
- (c) The necessary filings with the Canadian Securities Exchange having been completed.
- (d) Receipt of all necessary regulatory approvals.
- (e) Closing occurring before the Outside Date.

7. CLOSING

7.1 Closing of the acquisition of the Assets will take place on the Closing Date following satisfaction of the conditions to closing set forth herein. In the event the Closing Date does not occur on or

before the date that is thirty (30) calendar days after the date first written above (the “**Outside Date**”), either the Purchaser or the Vendor shall have the right to terminate this Agreement in its entirety on written notice, following which the parties will have no further liabilities or obligations owing in accordance with the terms of this Agreement.

7.2 At the Closing Date, the Vendor shall deliver the following to the Purchaser:

- (a) a certificate signed by an officer of the Vendor confirming that:
 - (i) all representations and warranties of the Vendor contained herein are true and correct as of the Closing Date; and
 - (ii) all covenants and conditions of the Vendor to be performed and observed in this Agreement prior to or at Closing have been performed;
- (b) certified copies of all necessary corporate and shareholders resolutions, authorizations and proceedings of the Vendor that are required to be taken or obtained to authorize the execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein and permit the due and valid transfer of the Assets to the Purchaser;
- (c) all deeds of conveyance, bills of sale, transfers and assignments appropriate to effectively vest a good and marketable title to the Assets in the Purchaser, to the extent contemplated by this Agreement;
- (d) executed stock transfer power of attorneys in respect of the certificates representing the Consideration Shares;
- (e) all account, password and login information necessary to permit the Purchaser to access all accounts, website domains and logo art forming part of the Assets; and
- (f) such further and other documentation as is referred in this Agreement or as the Purchaser may reasonably require to give effect to this Agreement.

7.3 On the Closing Date the Purchaser will deliver to the Vendor:

- (a) the Cash Purchase Price, payable according to the Vendor’s written instructions;
- (b) certificates evidencing the Consideration Shares, duly issued in accordance with Sections 2.2 and 2.4 hereto;
- (c) certified copies of all necessary corporate resolutions, authorizations and proceedings of the Purchaser that are required to be taken or obtained to authorize the execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein and permit the due and valid payment of the Purchase Price to the Vendor;
- (d) certified copies of all necessary corporate resolutions, authorizations and proceedings of Lobe that are required to be taken or obtained to authorize the execution, delivery and performance of this Agreement and the completion of the transactions contemplated herein and permit the due and valid issuance of the Consideration Shares to the Vendor;
- (e) a certificate signed by an officer of the Purchaser confirming that:

- (i) all representations and warranties of the Purchaser contained herein are true and correct as of the Closing Date; and
 - (ii) all covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing have been performed; and
- (f) a certificate signed by an officer of Lobe confirming that:
- (i) all representations and warranties of Lobe contained herein are true and correct as of the Closing Date; and
 - (ii) all covenants and conditions of Lobe to be performed and observed in this Agreement prior to or at Closing have been performed.

8. CONFIDENTIALITY

Except with the prior written consent of the disclosing party, each of the parties hereto and their respective employees, officers, directors, shareholders, agents, advisors, and other representatives will hold all information received from the other party in the strictest confidence, except where such information is available to the public or is required to be disclosed in accordance with applicable law.

9. INDEMNITY

9.1 The Vendor hereby agrees to indemnify and save harmless the Purchaser and its directors, officers and employees from and against any losses, costs, damages, expenses, charges, liabilities or claims which may be made or brought against any of the foregoing or which any of the foregoing may suffer or incur as a result of, in respect of or arising out of:

- (a) any non-performance or non-fulfillment of any covenant or agreement on the part of the Vendor contained in this Agreement or in any document given in order to carry out the transactions contemplated hereby;
- (b) any misrepresentation or breach of any representation or warranty made by the Vendor in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby;
- (c) or attributable to, the ownership or operation of the Assets by the Vendor prior to the Effective Date, including any infringement, misappropriation, violation or misuse of any third party Intellectual Property relating to the period prior to the Effective Date but which continues following the Effective Date; or
- (d) any dispute or action by or among any of the shareholders, or former shareholders, of the Vendor.

9.2 The Purchaser hereby agrees to indemnify and save harmless the Vendor and its shareholders, directors, officers and employees, from and against any losses, costs, damages, expenses, charges, liabilities or claims which may be made or brought against any of the foregoing or which any of the foregoing may suffer or incur as a result of, in respect of or arising out of:

- (a) any non-performance or non-fulfillment of any covenant or agreement on the part of the Purchaser contained in this Agreement or in any document given thereby in order to carry out the transactions contemplated hereby;

- (b) any misrepresentation or breach of any representation or warranty made by the Purchaser contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby;
- (c) or attributable to, the ownership or operation of the Assets by the Purchaser following the Effective Date (excluding in respect of any infringement, misappropriation, violation or misuse of any third party intellectual property relating to the period prior to the Effective Date but which continues following the Effective Date).

9.3 Lobe hereby agrees to indemnify and save harmless the Vendor and its shareholders, directors, officers and employees, from and against any losses, costs, damages, expenses, charges, liabilities or claims which may be made or brought against any of the foregoing or which any of the foregoing may suffer or incur as a result of, in respect of or arising out of:

- (a) any non-performance or non-fulfillment of any covenant or agreement on the part of Lobe contained in this Agreement or in any document given thereby in order to carry out the transactions contemplated hereby; and
- (b) any misrepresentation or breach of any representation or warranty made by Lobe contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby.

10. LIMITATION OF LIABILITY

10.1 The maximum aggregate liability of the Vendor to the Purchaser in connection with this Agreement (including under Section 9) shall be limited to the amount of the Cash Purchase Price actually paid by the Purchaser to the Vendor at the time the liability arises (or is deemed to have arisen).

10.2 The maximum aggregate liability of the Purchaser or Lobe, as applicable, to the Vendor in connection with this Agreement (including under Section 9) shall be limited to the greater of: (i) \$100,000; and (ii) the portion (if any) of the Purchase Price that remains unpaid (or in the case of the Consideration Shares, the Consideration Shares undelivered to the Vendor in accordance with Section 2.4) by the Purchaser or Lobe, as applicable, to the Vendor at the time the liability arises (or is deemed to have arisen).

11. GENERAL

11.1 Each of the parties shall execute and deliver such further documents and do such further acts and things as may be reasonably required from time to time, either before, on or after the Closing Date, to carry out the full intent and meaning of this Agreement and to assign to the Purchaser good and valid title to the Assets, free and clear of all Encumbrances, if necessary.

11.2 All notices required or permitted to be given under this Agreement will be in writing and be personally delivered to the address of the intended recipient set forth on the first page of this Agreement or at such other address, fax number, or email address as may from time to time be notified by any of the parties in the manner provided in this Agreement.

11.3 This Agreement constitutes the entire agreement between the parties and there are no representations or warranties, express or implied, statutory or otherwise and no collateral agreements other than as expressly set forth or referred to in this Agreement or in the ancillary agreements and documents delivered in connection herewith. For greater certainty, this Agreement supersedes all prior agreements, undertakings, negotiations and discussions, whether oral or written of the parties, in respect of the subject matter of this Agreement.

11.4 No amendment or variation of the terms, conditions, warranties, covenants, agreements and undertakings set forth herein shall be of any force or effect unless the same shall be reduced to writing, duly executed by the parties hereto, in the same manner and in the same formality as this Agreement is executed.

11.5 This Agreement may not be assigned by any party without the prior written consent of the other parties hereto, which consent may be arbitrarily withheld.

11.6 Time is and will be of the essence of this Agreement.

11.7 Each party will bear its own expenses in connection with this Agreement and completion of the transactions contemplated herein, including, without limitation, the costs and expenses of all attorneys, bankers, accountants and agents employed by such party.

11.8 No provision of this Agreement shall be deemed to be waived unless such waiver is in writing. Any waiver of any default committed by any of the parties hereto in the observance or performance of any part of this Agreement shall not extend to or be taken in any manner to effect any other default.

11.9 If any provisions of this Agreement or the application thereto to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

11.10 This Agreement shall be governed by and interpreted exclusively in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the courts of the Province of British Columbia shall have the exclusive jurisdiction over this Agreement and any claim or dispute arising under it.

11.11 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

11.12 The headings appearing in this Agreement are inserted for convenience of reference only and will not affect the interpretation of this Agreement.

11.13 This Agreement may be signed in counterparts and each such counterpart will constitute an original document and such counterparts, taken together, will constitute one and the same instrument. A counterpart may be delivered by fax, email, or any other form of electronic transmission.

11.14 Except where otherwise expressly provided, all monetary amounts in this Agreement are stated and shall be paid in Canadian currency.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the day and year first above written.

LOBE SCIENCES LTD.

1428 INVESTMENTS INC.

Per: "Philip J. Young"
Authorized Signatory

Per: "Aman Parmar"
Authorized Signatory

ELEUSIAN BIOSCIENCES CORP.

Per: "Philip J. Young"
Authorized Signatory

[signature page to Asset Purchase Agreement]

SCHEDULE "A"

ASSETS

[Redacted – Commercially sensitive information]

SCHEDULE "B"

**INTELLECTUAL PROPERTY
ASSIGNMENT AGREEMENT**

THIS AGREEMENT made the _____ day of _____, 2021 (the "**Effective Date**").

BETWEEN:

ELEUSIAN BIOSCIENCES CORP., a corporation having an address at
3400 – 100 King Street West, Toronto, ON

(the "**Assignee**")

AND:

1428 INVESTMENTS INC., a corporation having an address at 1103 –
88 W. 1st Avenue Vancouver BC

(the "**Assignor**")

WHEREAS:

- A. Assignor and Assignee are parties to an Asset Purchase Agreement dated April _____, 2021 (the "**Asset Purchase Agreement**") pursuant to which the Assignor conveyed to the Assignee, the entire right, title and interest in, to and under specific Assets, including all of the Assignor's Intellectual Property rights therein.
- B. This assignment is delivered pursuant to and in connection with the Asset Purchase Agreement.
- C. Capitalized terms not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement.

NOW THEREFORE in consideration of the mutual covenants contained herein and contained within the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Assignment.** The Assignor irrevocably assigns, conveys and transfers to Assignee, its successors and assigns, its entire right, title and interest in and to the Assets, whether now existing or existing in the future, including all of its Intellectual Property rights relating to or associated with the Assets throughout the world.
2. **Waiver of Moral Rights.** The Assignor waives all moral rights (or other similar rights) which it has in the Intellectual Property rights relating to or associated with the Assets, whether now existing or existing in the future, in favor of Assignee and its successors and assigns.
3. **Further Assurances.** The Assignor hereby covenants and agrees, for itself and its successors, to do all such lawful acts and things and to execute and deliver without further consideration such further lawful assignments, documents, applications and other instruments as may reasonably be required by Assignee, its successors, assigns, or legal representatives, to secure Assignee's rights in the Assets, whether now existing or existing in the future, including any rights the Assignor may have in the Intellectual Property relating to or associated with any of the foregoing.

4. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
5. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties have executed and delivered this Agreement as of the day and year first above written.

ELEUSIAN BIOSCIENCES CORP.

1428 INVESTMENTS INC.

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory