

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is dated as of April 20, 2016

BETWEEN:

FAST CREATIVE INC., a British Columbia company with an address at
6239 Brodie Road, Delta, BC V4K 2B8

("Vendor")

AND:

GEONOVUS MEDIA CORP., a British Columbia company with an address at
1240 – 789 West Pender Street, Vancouver, BC V6C 1H2

("Purchaser")

WHEREAS Vendor wishes to sell, assign and transfer to Purchaser, and Purchaser wishes to purchase and assume from Vendor, the rights and obligations of Vendor to the Purchased Assets (as defined herein), subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I DEFINITIONS

Section 1.01 For the purpose of this Agreement, the following definitions shall apply:

- (a) "**Action**" has the meaning ascribed to it in Section 4.07;
- (b) "**Bill of Sale**" has the meaning ascribed to it in Section 3.02(a)(ii);
- (c) "**Books and Records**" means all records that Vendor possesses, controls or has the right to possess or control that contain information useful or necessary for:
 - (i) carrying on the business of Vendor as it relates to Imagination Park Entertainment Inc.; and/or
 - (ii) exploiting and/or understanding the Purchased Intellectual Property;

and includes, without limitation any, data, databases, business records, presentation materials, business cards, branded letterhead, branded merchandise designs, market studies, research, surveys, customer lists, customer preferences and requirements, forms, designs, diagrams, drawings, specifications, technical data, computer accounts, and any passwords, encryption certificates, permissions or keys required to access any of these or required to access or use any other of the Purchased Assets;

- (d) "**CSE**" means the Canadian Securities Exchange;

- (e) **“Change of Control”** means:
- (i) the direct or indirect sale, lease, exchange or other transfer of all or substantially all of the assets of Purchaser to any person or entity or group of persons or entities acting in concert as a partnership or other group, but not including the entering into of an option or joint venture agreement;
 - (ii) the amalgamation, merger or arrangement of Purchaser with or into another entity where the shareholders of Purchaser immediately prior to the transaction will hold less than 50% of the voting securities of the resulting entity upon completion of the transaction;
 - (iii) any direct or indirect change in the beneficial ownership of the voting securities of Purchaser where the change in beneficial ownership is sufficient to allow any person or group of persons acting jointly or in concert to elect or appoint a majority of the board of directors of Purchaser;
 - (iv) any person or combination of persons acting jointly or in concert, acquiring or becoming the beneficial owner of, directly or indirectly, of more than 50% of the voting securities of Purchaser whether through the acquisition of previously issued and outstanding voting securities of Purchaser or of voting securities of Purchaser that have not previously been issued or any combination thereof or any other transaction with similar effect; or
 - (v) a change in the composition of the board of directors of Purchaser as a result of a proposal by a shareholder group not supported by Purchaser’s management which results in the members of the board of directors of Purchaser on the Closing Date representing less than 51% of the members of the board of directors following the change in the composition of the board of directors. For the avoidance of doubt, this provision does not apply to a change in the composition of the board of directors of Purchaser supported by management of Purchaser;
- (f) **“Closing”** has the meaning ascribed to it in Section 3.01;
- (g) **“Closing Date”** has the meaning ascribed to it in Section 3.01;
- (h) **“Encumbrance”** means any mortgage, pledge, lien, charge, security interest, claim or other encumbrance, but does not include the repurchase option described in Section 2.05;
- (i) **“Governmental Authority”** means any federal, provincial or local government, governmental, regulatory or administrative authority, agency, self-regulatory body, instrumentality or commission, and any court, tribunal or judicial or arbitral body (including private bodies) and any political or other subdivision, department or branch of any of the foregoing;

- (j) **“Intellectual Property”** means all intellectual property existing in any jurisdiction worldwide, whether registered or unregistered, with respect to Vendor’s business as it relates to Imagination Park Entertainment Inc. and includes, without limitation, any: trademarks, patents, trade names, business names, copyrights, industrial designs, logos, brand identity, industrial designs, certification numbers, service marks, computer systems and software including lead generation software, confidential information, including, without limitation, trade secrets, and all similar proprietary rights, including all rights in inventions, Know-how, technology, formulas, processes; ideas, concepts, methodologies, or other discoveries conceived or reduced to practice, whether patentable or not; and registrations and applications for registration thereof. Intellectual Property includes, without limitation, any and all of the following in any jurisdiction throughout the world and all rights therein:
- (i) proprietary rights provided under patent law, copyright law, trade-mark law, industrial design law, trade secret law, database protection law or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world;
 - (ii) rights to claim priority from applications to protect intellectual property under the Paris Convention for the Protection of Industrial Property or any other similar laws or treaties;
 - (iii) trade-secret rights and all other rights in confidential business or technical information;
 - (iv) all rights in internet sites, the domain name imaginationpark.com created on March 18, 2004 with an expiration date of March 18, 2017, webpages including www.imaginationpark.com and social media channels;
 - (v) all rights in databases and data collections; and
 - (vi) any rights similar or equivalent to any of the foregoing (including all rights to sue and recover and retain damages, costs and legal fees, disbursements and charges for past, present and future infringement and any other rights relating to any of the foregoing);
- (k) **“IP Assignment”** has the meaning ascribed thereto in Section 3.02(a)(ii);
- (l) **“Know-how”** means any and all technical data, information, materials, trade secrets, technology, formulas, processes, and ideas, including any improvements thereto, in any form in which the foregoing may exist;
- (m) **“Purchased Assets”** has the meaning ascribed thereto in Section 2.01;
- (n) **“Purchased Intellectual Property”** means all Intellectual Property that Vendor owns, possesses, or controls or has the right to own, possess or control, and includes, without limitation:
- (i) the right to register, prosecute, maintain or record any such intellectual property with any Governmental Authority,

- (ii) all rights to damages and payments for past, present and future infringements or misappropriations thereof, and
- (iii) all goodwill associated with the Intellectual Property;
- (o) **“Purchase Price”** has the meaning ascribed to it in Section 2.03; and
- (p) **“Tax Act”** means the *Income Tax Act* R.S.C., 1985, c. 1 (5th Supp.), as amended from time to time.

ARTICLE II PURCHASE AND SALE

Section 2.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, Vendor shall sell, assign, transfer, convey and deliver to Purchaser, and Purchaser shall purchase from Vendor, free and clear of any Encumbrances, all of Vendor’s right, title and interest in and to the Purchased Intellectual Property and the Books and Records (collectively, the **“Purchased Assets”**).

Section 2.02 No Liabilities. Purchaser shall not assume any liabilities or obligations of Vendor of any kind, whether known or unknown, contingent, matured or otherwise, whether currently existing or hereinafter created.

Section 2.03 Purchase Price. The purchase price for the Purchased Assets shall be \$25,000 plus Goods and Services Tax (the **“Purchase Price”**). Subject to the policies of the CSE, Purchaser shall pay the Purchase Price at the Closing by issuing 525,000 common shares of Purchaser to Vendor at a deemed price of \$0.05 per common share. Such common shares shall be legended in accordance with all applicable securities laws. The Purchase Price includes any and all tax payable in connection with the purchase and sale of the Purchased Assets.

Section 2.04 Allocation of Purchase Price. Vendor and Purchaser agree to allocate the Purchase Price among the Purchased Assets for all purposes (including tax and financial accounting) as agreed by their respective external accountants negotiating in good faith on their behalf. Purchaser and Vendor shall file all tax returns (including amended returns and claims for refund) and elections required or desirable under the Tax Act in a manner consistent with such allocation.

Section 2.05 Repurchase Option. Upon the occurrence of a Change of Control, Purchaser shall deliver notice in writing to Vendor within 20 days regarding whether or not Purchaser intends to continue using the Purchased Assets (the **“Notice”**). If the Notice is framed in the negative, Purchaser shall thereby automatically grant Vendor the sole and exclusive option to repurchase the Purchased Assets for a period of 20 days from the date of the Notice, which Vendor may only exercise by paying an amount equal to the value of 300,000 common shares of Purchaser on the date of the Notice. The parties acknowledge and agree that Vendor may satisfy the foregoing payment in full by returning 300,000 common shares of Purchaser to Purchaser’s treasury for cancellation.

Section 2.06 Related Party Transaction. The parties acknowledge and agree that the transactions contemplated by this Agreement are being undertaken in reliance on exemptions from the formal valuation and minority approval requirements in Part 5 of Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*.

ARTICLE III CLOSING

Section 3.01 Closing. The closing of the transactions contemplated by this Agreement (the “**Closing**”) shall take place simultaneously with the execution of this Agreement on the date hereof (the “**Closing Date**”) at the offices of the Purchaser at 1240 – 789 West Pender Street, Vancouver, BC V6C 1H2.

Section 3.02 Closing Deliverables.

- (a) At the Closing, Vendor shall deliver to Purchaser the following:
 - (i) a bill of sale in the form attached hereto as Exhibit A (the “**Bill of Sale**”), duly executed by Vendor, transferring the Purchased Assets to Purchaser;
 - (ii) an assignment in the form attached hereto as Exhibit B (the “**IP Assignment**”), duly executed by Vendor, transferring all of Vendor’s right, title and interest in and to the Intellectual Property to Purchaser; and
 - (iii) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Purchaser, as may be required to give effect to this Agreement.

- (b) At the Closing, Purchaser shall deliver to Vendor the following:
 - (i) a share certificate or other evidence representing the common shares of Purchaser to be issued to Vendor in satisfaction of the Purchase Price, registered in the name of Vendor;
 - (ii) the Bill of Sale and IP Assignment duly executed by Purchaser;
 - (iii) a certificate of an officer of Purchaser certifying as to (A) the resolutions of the board of directors of Purchaser, duly passed or consented to and in effect, which authorize the execution, delivery and performance of this Agreement and the transactions contemplated hereby; and (B) the names and signatures of the officers of Purchaser authorized to sign this Agreement and the documents to be delivered hereunder;
 - (iv) such other customary instruments of transfer, assumption, filings or documents, in form and substance reasonably satisfactory to Vendor, as may be required to give effect to this Agreement.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF VENDOR

Vendor represents and warrants to Purchaser that the statements contained in this Article IV are true and correct as of the date hereof. For the purposes of this Article IV, the phrase “to the knowledge of Vendor” means the actual or constructive knowledge of Colin Wiebe or any director or officer of the Vendor, after due inquiry.

Section 4.01 Incorporation and Authority of Vendor; Enforceability. Vendor is a corporation duly incorporated and organized and validly existing under the laws of British Columbia. Vendor has the corporate power and capacity to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Vendor of this Agreement and the documents to be delivered hereunder and the consummation of the transactions hereby have been duly authorized by all requisite corporate action on the part of Vendor. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Vendor, and (assuming due authorization, execution and delivery by Purchaser) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Vendor enforceable against Vendor in accordance with their respective terms.

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Vendor of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not:

- (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Vendor or the Purchased Assets;
- (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration or modification of any obligation or loss of any benefit under any contract or other instrument to which the Vendor is a party or to which any of the Purchased Assets are subject; or
- (c) result in the creation or imposition of any Encumbrance on the Purchased Assets.

No consent, approval, waiver or authorization is required to be obtained by Vendor from any person or entity (including any Governmental Authority) in connection with the execution, delivery and performance by Vendor of this Agreement and the consummation of the transactions contemplated hereby.

Section 4.03 Title to Purchased Assets. Vendor owns and has good and valid title to the Purchased Assets, free and clear of any Encumbrances.

Section 4.04 Intellectual Property

- (a) Vendor is the sole owner of all rights, title, and interests in and to the Purchased Intellectual Property;
- (b) Vendor has obtained waivers of all moral rights from all natural persons who have contributed to the authorship of any copyright materials included in the Purchased Assets;
- (c) Vendor has not used or enforced, or failed to use or enforce, any of the Vendor's rights in and to Purchased Intellectual Property in any manner which could limit its validity or result in its invalidity of any rights therein;
- (d) To the knowledge of Vendor, there has been no infringement or violation of the

Vendor's rights in and to the Purchased Intellectual Property or any trade secrets or confidential information, nor any claim of adverse ownership, invalidity or other opposition to or conflict with any of the Purchased Intellectual Property; and

- (e) To the knowledge of Vendor, Vendor is not and has not engaged in any activity that violates or infringes any intellectual property rights of any other person.

Section 4.05 Taxes. Vendor is not a non-resident of Canada within the meaning of the Tax Act.

Section 4.06 Compliance With Laws. Vendor has complied, and is now complying, with all applicable federal, provincial, territorial and local laws and regulations applicable to ownership and use of the Purchased Assets.

Section 4.07 Legal Proceedings. There is no claim, action, suit, proceeding or governmental investigation (each, an "Action") of any nature pending or, to the knowledge of Vendor, threatened against or by Vendor:

- (a) relating to or affecting the Purchased Assets; or
- (b) that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 4.08 Full Disclosure. No representation or warranty by Vendor in this Agreement and no statement contained in any document furnished or to be furnished to Purchaser under this Agreement contains any untrue statement of a material fact, or omits to state a material fact necessary to make the statements contained therein, in light of the circumstances in which they are made, not misleading.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF PURCHASER

Purchaser represents and warrants to Vendor that the statements contained in this Article V are true and correct as of the date hereof. For the purposes of this Article V, the phrase "to the knowledge of Purchaser" means the actual or constructive knowledge of any director or officer of the Purchaser, after due inquiry.

Section 5.01 Incorporation and Authority of Purchaser; Enforceability. Purchaser is a corporation duly incorporated and organized and validly existing under the laws of British Columbia. Purchaser has the corporate power and capacity to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Purchaser of this Agreement and the documents to be delivered hereunder and the consummation of the transactions hereby have been duly authorized by all requisite corporate action on the part of Purchaser. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Purchaser, and (assuming due authorization, execution and delivery by Vendor) this Agreement and the documents to be delivered hereunder constitute legal, valid

and binding obligations of Purchaser enforceable against Purchaser in accordance with their respective terms.

Section 5.02 No Conflicts; Consents. The execution, delivery and performance by Purchaser of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not:

- (a) violate or conflict with the articles of Purchaser; or
- (b) violate or conflict with or result any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Purchaser.

No consent, approval, waiver or authorization is required to be obtained by Purchaser from any person or entity (including any Governmental Authority) in connection with the execution, delivery and performance by Purchaser of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.03 Legal Proceedings. There is no Action of any nature pending or, to the knowledge of Purchaser, threatened against or by Purchaser that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 5.04 Investment Canada Act. Purchaser is not a “non-Canadian” within the meaning of the *Investment Canada Act*, R.S.C. 1985, c. 28 (1st Supplement).

ARTICLE VI COVENANTS

Section 6.01 Further Assurances. Following the Closing, each of the parties shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

ARTICLE VII REMEDIES

Section 7.01 Survival. All representations, warranties, covenants and agreements contained herein shall survive the Closing.

Section 7.02 Remedies. If any inaccuracy in or breach of Section 4.03 or Section 4.04(a) is discovered by the Purchaser within 45 days of the Closing Date, Vendor shall to pay Purchaser an amount equal to the value of 300,000 common shares of Purchaser at the time that such inaccuracy or breach is discovered as a genuine pre-estimate of liquidated damages and not as a penalty. Vendor may satisfy this obligation in full by returning 300,000 common shares of Purchaser to Purchaser’s treasury for cancellation.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Expenses. All costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 8.02 Bonus Success Fee. Vendor and Purchaser acknowledge that Purchaser shall pay \$1,250 plus Goods and Services Tax to McMillan Strategies at the Closing for services provided to the parties in connection with this Agreement, which, subject to the policies of the CSE, Purchaser shall satisfy by issuing common shares to McMillan Strategies at a deemed price of \$0.05 per common share. Such common shares shall be legended in accordance with all applicable securities laws.

Section 8.03 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given:

- (a) when delivered by hand;
- (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested);
- (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours, and on the next business day if sent after normal business hours; or
- (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 8.03):

If to Vendor:	6239 Brodie Road Delta, BC V4K 2B8
	Email: fastcreative@gmail.com
	Attention: Colin Wiebe
If to Purchaser:	1240 – 789 West Pender Street Vancouver, BC V6C 1H2
	Email: joewowk@shaw.ca
	Attention: Joe Wowk, Director

Section 8.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 8.05 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any

other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

Section 8.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 8.07 Successors and Assigns. This Agreement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 8.08 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 8.09 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by both parties.

Section 8.10 Waiver. No waiver by either party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by either party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 8.11 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of British Columbia and the federal laws of Canada applicable therein.

Section 8.12 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity.

Section 8.13 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 email 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above.

FAST CREATIVE INC.

GEONOVUS MEDIA CORP.

Per: /s/ Colin Wiebe
Authorized Signatory

Per: /s/ Joe Wowk
Authorized Signatory

SCHEDULE "A"

BILL OF SALE

THIS BILL OF SALE is dated as of April 20, 2016

BETWEEN:

FAST CREATIVE INC., a British Columbia company with an address at
6239 Brodie Road, Delta, BC V4K 2B8

(the "**Vendor**")

AND:

GEONOVUS MEDIA CORP., a British Columbia company with an address at
1240 – 789 West Pender Street, Vancouver, BC V6C 1H2

(the "**Purchaser**")

WHEREAS:

- A. The Purchaser and the Vendor are parties to an Asset Purchase Agreement dated April 20, 2016 (the "**Asset Purchase Agreement**"), whereby the Vendor has agreed to sell and the Purchaser has agreed to buy certain assets of the Vendor (the "**Purchased Assets**"); and
- B. The Purchaser and the Vendor are executing this Bill of Sale pursuant to and subject to the terms of the Asset Purchase Agreement.

NOW THEREFORE in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Unless otherwise defined herein, all terms used in this Bill of Sale will have the meanings ascribed to such terms in the Asset Purchase Agreement.

2. CONVEYANCE

Subject to the terms and conditions contained in the Asset Purchase Agreement, the Vendor hereby sells, transfers, assigns, conveys and delivers unto the Purchaser, the Vendor's entire right, title and interest in and to the Purchased Assets, free and clear of all liens and encumbrances, and the Purchaser hereby accepts the sale, transfer, assignment, conveyance and delivery of all of the Vendor's right, title and interest in and to the Purchased Assets. Nothing in this Bill of Sale or the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to sell, transfer, assign, convey or deliver any non-assignable asset.

3. EXCLUDED ASSETS AND LIABILITIES

For greater certainty, nothing herein shall be construed as a transfer, sale, grant, conveyance, assignment or setting over by the Vendor to the Purchaser of any assets not identified as Purchased Assets in the Asset Purchase Agreement, or the assumption of any obligation or liability of the Vendor by the Purchaser. The Vendor will not be liable for any liability that arises from the Purchaser's operation of the Purchased Assets after the Closing Date. Except as specifically set forth or referred to herein, nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person any rights or remedies under or by reason of this Bill of Sale nor be relied upon other than the parties and their permitted successors or assigns.

4. TRUST

The Vendor hereby declares that, as to any property or asset or interest in any property or asset of the Vendor intended to be transferred, sold, granted, conveyed, assigned and set over to the Purchaser pursuant to this Bill of Sale and title to which may not have passed to the Purchaser by virtue of this Bill of Sale or any transfer or conveyance which from time to time may be executed and delivered pursuant to the covenants contained in this Bill of Sale or the Asset Purchase Agreement, the Vendor holds the same in trust for the Purchaser to transfer, sell, grant, convey, assign and set over the same as the Purchaser from time to time may direct.

5. FURTHER ASSURANCES

The Vendor from time to time and at all times hereafter upon every reasonable request of the Purchaser, and without further consideration, shall do and perform or cause to be done or performed all such further acts and things, and execute or cause to be executed all such further deeds, documents, writings or other instruments and give all such further assurances as may be required by the Purchaser to carry out effectively the intent and meaning of this Bill of Sale and of the Asset Purchase Agreement.

6. NO SUPERSEDING OR MERGER

The provisions contained in this Bill of Sale shall not supersede or merge with any provision contained in the Asset Purchase Agreement, as the same may be amended from time to time.

7. GENERAL CONVEYANCE SUBJECT TO ASSET PURCHASE AGREEMENT

The provisions of this Bill of Sale are subject to the Asset Purchase Agreement and in the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of the Asset Purchase Agreement; the provisions of the Asset Purchase Agreement shall prevail.

8. POWER OF ATTORNEY

The Vendor irrevocably appoints the Purchaser to be its attorney, with full power of substitution, and to do on the Vendor's behalf anything that the Vendor lawfully can do by an attorney to:

- (a) demand and receive any of the Purchased Assets transferred pursuant to this Bill of Sale;
- (b) give receipts and releases for and in respect of the Purchased Assets and any part of them; and
- (c) do all acts and things in relation to the Purchased Assets transferred pursuant to this Bill of Sale which the Purchaser shall deem desirable and do, sign and execute all such further acts, deeds, documents, writings or other instruments that reasonably may be necessary or desirable for the purpose of vesting the Purchased Assets in the Purchaser.

Such power of attorney is acknowledged by the Vendor to be coupled with an interest, shall not be revoked by the dissolution, winding up, surrender of charter, bankruptcy or insolvency of the Vendor and may be exercised in the name of and on behalf of the Purchaser.

9. GOVERNING LAW

This Bill of Sale is governed by and will be construed in accordance with the law in force in the province of British Columbia and each party irrevocably agrees that the courts of the province of British Columbia shall have exclusive jurisdiction with respect to any matter arising out of or in connection with this Bill of Sale.

10. ENUREMENT

This Bill of Sale shall enure to the benefit of and be binding upon the successors and permitted assigns of the parties.

11. COUNTERPARTS

This Bill of Sale may be executed and delivered (including by electronic transmission or PDF) in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

FAST CREATIVE INC.

GEONOVUS MEDIA CORP.

Per: /s/ Colin Wiebe
Authorized Signatory

Per: /s/ Joe Wowk
Authorized Signatory

SCHEDULE "B"

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS AGREEMENT is dated as of April 20, 2016

BETWEEN:

FAST CREATIVE INC., a British Columbia company with an address at
6239 Brodie Road, Delta, BC V4K 2B8

("Assignor")

AND:

GEONOVUS MEDIA CORP., a British Columbia company with an address at
1240 – 789 West Pender Street, Vancouver, BC V6C 1H2

("Assignee")

WHEREAS:

- A. Assignor and Assignee are parties to an Asset Purchase Agreement dated April 20, 2016 (the "**Asset Purchase Agreement**"), whereby Assignor has agreed to sell and the Assignee has agreed to buy certain assets of Assignor (the "**Purchased Assets**");
- B. Upon the terms and subject to the conditions of the Asset Purchase Agreement, Assignor has agreed to sell, transfer, convey and deliver to Assignee, and Assignee has agreed to purchase, acquire and accept from Assignor, all of Assignor's right, title and interest in and to the Purchased Assets; and
- C. It is the intention of the parties hereto to record the transfer of the Purchased Intellectual Property included in the Purchased Assets by the execution and delivery of this Agreement at the Closing.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise defined herein, all terms used in this Agreement will have the meanings ascribed to such terms in the Asset Purchase Agreement.
2. **Transfer of Intangible Assets.** Effective as April 20, 2016, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to the intangible assets currently used exclusively in connection with the Purchased Assets.
3. **Relationship with the Agreement.** This Agreement is intended to evidence the consummation of the transactions contemplated by the Asset Purchase Agreement. This Agreement is made without representation or warranty except as provided in and by the Asset Purchase Agreement. This Agreement is in all respects subject to the provisions

of the Asset Purchase Agreement and is not intended in any way to supersede, limit or qualify any provision of the Asset Purchase Agreement.

4. **Further Assurances.** Assignor hereby undertakes to give to Assignee all assistance reasonably necessary to the end of finalizing endorsements contemplated by this Agreement in favor of Assignee even, where necessary, by appointing an attorney-in-fact duly empowered to carry out all the actions necessary for such purpose.
5. **Successors.** This Agreement shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
6. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to the conflict of laws rules thereof.
7. **Counterparts.** This Agreement may be executed and delivered (including by email transmission or PDF) in one or more counterparts, and by the parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

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

FAST CREATIVE INC.

GEONOVUS MEDIA CORP.

Per: /s/ Colin Wiebe
Authorized Signatory

Per: /s/ Joe Wowk
Authorized Signatory