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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **February 27, 2018**

**LEXARIA BIOSCIENCE CORP.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction of  
incorporation)

**000-52138**  
(Commission File Number)

**20-2000871**  
(IRS Employer  
Identification No.)

**156 Valleyview Road, Kelowna, BC Canada**  
(Address of principal executive offices)

**V1X 3M4**  
(Zip Code)

Registrant's telephone number, including area code **(250) 765-6424**

**N/A**  
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)  
 Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)  
 Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))  
 Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement**

On February 26, 2018, Lexaria announced it has entered an agreement with NeutriSci International Inc. such that NeutriSci now owns 100% of Ambarii Trade Corporation ("Ambarii"), and Lexaria has granted to NeutriSci an Intellectual Property License and Supply Agreement for the manufacturing and sale of CBD based products.

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Under the License Agreement, NeutriSci will continue the development and sales of its proprietary sublingual mouth-melt consumer products that incorporate Lexaria's technology for enhancing palatability and bioavailability of beneficial non-psychoactive cannabinoids in NeutriSci's existing and pipeline product formats. Lexaria will earn ongoing royalty revenues from the sales generated by these products.

On February 27, 2018 Lexaria announced it has entered a definitive technology licensing agreement with Los Angeles-based, privately-held Biolog, Inc. whereby Lexaria is providing its patented DehydraTECH™ technology to empower a unique set of next-generation food and beverage cannabis infusion products to be sold in the United States.

Biolog intends to launch new products of this type to deliver DehydraTECH™ enabled CBD from hemp and/or vitamins in products available nationwide. Biolog will also launch new DehydraTECH™ enabled products in those states where it is permissible to do so delivering cannabinoids from cannabis. All product lines will offer superior palatability and bioabsorption, as well as fast action powered by DehydraTECH™.

**Item 7.01 Regulation FD Disclosure**

A copy of the news release announcing that Lexaria has entered a definitive technology licensing agreement with NeutriSci is filed as exhibit 99.1 to this current report and is hereby incorporated by reference.

A copy of the news release announcing that Lexaria has entered a definitive technology licensing agreement with Biolog is filed as exhibit 99.2 to this current report and is hereby incorporated by reference.

**Item 9.01 Financial Statements and Exhibits**

[10.1 Technology License Agreement dated February 23, 2018](#)

[10.2 Technology License Agreement dated February 23, 2018](#)

[99.1 Press Release dated February 26, 2018](#)

[99.2 Press Release dated February 27, 2018](#)

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**LEXARIA BIOSCIENCE CORP.**

*/s/ Chris Bunka*

**Chris Bunka**

CEO, Principal Executive Officer

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Date: February 27, 2018

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**INTELLECTUAL PROPERTY LICENSE  
#2018CD03**

This document certifies that an Intellectual Property License dated as of February 23, 2018 has been granted by:

**BETWEEN**

**NEUTRISCI INTERNATIONAL CORP.**, and any subsidiary company owned by Neutrisci International Inc. with an address at Suite 1600 – 609 Granville Street Vancouver, British Columbia V7Y 1C3

("NeutriSci", "Licensee" and together with any subsidiaries the NeutriSci Group)

**AND:**

**LEXARIA CANPHARM CORP.**, with an address at 156 Valleyview Road, Kelowna, British Columbia V1X 3M4

("Lexaria", "Licensor", and together with NeutriSci, the "Parties")

**RECITALS:**

- A. WHEREAS certain capitalized terms not otherwise defined below are defined below;
- B. WHEREAS, LICENSEE wishes to utilize the Technology of LICENSOR, and LICENSOR desires for LICENSEE to utilize the Technology, to create, test, manufacture and sell non-psychoactive cannabinoid-infused edible sublingual mouth melt products always containing less than 0.3% THC to create one or more consumable products at the LICENSEE's option as further described in **Exhibit "B" ("End Products")**, subject to the terms and conditions set forth herein. Such End Products shall only be distributed and/or sold by LICENSEE or Partner, as defined in Section 1a) below, in compliance with all local licensing requirements applicable in any location in which LICENSEE is permitted by this Agreement or an addendum to this Agreement to sell or distribute the End Products (such locations collectively referred to as "**Permitted Locations**" or "**Territory**");
- C. The Parties have entered various agreements forming a business relationship and conducted experiments and work to better understand performance enhancing technologies and intellectual property, technical know-how and trade secrets listed in **Schedule A attached hereto** whereby Neutrisci will develop and sell the End Products that incorporate the Technology for enhancing palatability and bioavailability of beneficial non- psychoactive cannabinoids in NeutriSci's existing and pipeline product formats (the "**Technology**");

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree each with the other as follows:

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**DEFINITIONS AND SCHEDULES**

In this Agreement, unless the context otherwise requires, the following terms will have the following meanings:

"**Governmental Authorities**" means any governments, whether federal, provincial, or municipal, and any branch, department or ministry thereof, or any governmental agency, authority, board, tribunal or commission of any kind whatsoever.

"**Law**" or "**Laws**" means all applicable domestic and foreign national, federal, state and local Laws (statutory or common), rules, ordinances, regulations, grants, concessions, franchises, licenses, orders, directives, judgments, decrees, and other governmental restrictions, including permits and other similar requirements, whether legislative, municipal, administrative or judicial in nature.

"**Net Cost of Goods Sold**" means the additive value of all ingredients, including manufacturing processing and analytical testing as applicable, required to supply and manufacture each batch of End Products to be produced by the LICENSEE regardless of whether said ingredients, manufacturing and testing is managed by LICENSEE, LICENSOR, or third parties.

"**Person**" means any individual, firm, partnership, joint venture, trust, corporation, limited liability company, unincorporated organization, estate or other business entity.

"**Parties**" means the parties to this Agreement and their respective successors and permitted assigns which become parties pursuant to this Agreement.

"**Tax**" and "**Taxes**" shall mean any or all Canadian federal, provincial, local or foreign (i.e. non-Canadian) income, gross receipts, real property gains, goods and services, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, or other taxes, levies, governmental charges or assessments of any kind whatsoever, including, without limitation, any estimated tax payments, interest, penalties or other additions thereto, whether or not disputed.

"**Territory**" shall mean any jurisdiction anywhere in the world where consumer products containing hemp oil extracts with less than 0.3% THC are permitted by law to be created and sold.

The following is a list of schedules to this Agreement:

- Exhibit "A" – Identification of Technology
- Exhibit "B" – Identification of End Products

**AGREEMENT**

1. **License of Technology:** Subject to certain terms and conditions, LICENSOR hereby grants to LICENSEE each of the licenses more fully defined in Section 2 below.
    - a) **Non-transferable:** The license granted by this Section 1 may not be transferred or sublicensed by LICENSEE without LICENSOR's written consent. However, LICENSEE has the right to sublicense its license to any entity within the NEUTRISCI Group. Without limiting the generality of the foregoing paragraph, LICENSEE shall enter a relationship agreement with any such NEUTRISCI Group member that is in substantial form identical to this Agreement in order to preserve LICENSOR's rights.
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- b) **Other Products:** The Parties agree that LICENSEE is not limited to production of the End Products defined herein, but that LICENSEE may develop, create and test new products that are derived from or otherwise incorporate the Technology and such new products are only to be distributed and/or sold to Permitted Locations (the "New Products"), subject to availability of licenses in the future from Lexaria CanPharm.
- 2) **Non-exclusive Licenses.** LICENSEE will have the following rights to produce and sell the End Products for TWO (2) years in the Territory, using the Technology licensed pursuant to this Agreement.
- a) **In the Territory From LICENSOR to LICENSEE:** **Non-Exclusive** rights throughout the Initial Term (as defined in Section 4a), and any renewals or extensions thereof, granting LICENSEE the right to develop, test, make, sell, offer for sale and distribute the End Products in the Territory.
- b) **LICENSOR's Products:** LICENSOR shall not be prohibited from (i) licensing, or similar arrangements, with respect to the Technology within the Territory; or (ii) licensing its Technology on any basis, at all times and in all locations, subject to the terms of this Agreement. Subject to Subsection 2a) above, LICENSOR is expressly permitted to utilize its Technology on any basis it chooses, at any time, for producing and commercializing its own products.
- c) **Labels and Advertising:** It is a condition of the license granted to the LICENSEE, that, subject to applicable law and subject to local language laws in any given jurisdiction, labeling of the End Product that uses the Technology shall include as much information as possible while maintaining the esthetic appeal of the packaging for consumer purposes. Such labeling for esthetic purposes shall be at the discretion of the LICENSEE. In the event labeling is restricted due to package sizing, or other reasonable reasons, the packaging shall include information directing the consumer to a website or other location to view the applicable information.
- 3) **Rights and Obligations Related to the Technology.** Except as expressly provided in this section or elsewhere in this Agreement, neither Party will be deemed by this Agreement to have been granted any license or other rights to the other Party's products, information or other intellectual property rights, either expressly or by implication, estoppel or otherwise.
- a) **LICENSOR Intellectual Property:** LICENSOR retains full, absolute, and complete rights to all processes covered or described in all of its issued patents and its patent applications filed prior to the date of this Agreement, and any future continuations, continuations in part or divisional applications filed thereto, including but not limited to the issued US and international patents and the US and International patent applications that comprise the Technology as outlined in Exhibit A ("**Licensor IP**"), unless LICENSOR allows these applications to abandon or lapse, or otherwise fails to protect the Technology. Except as expressly provided for in Section 2, nothing in this Agreement or in the conduct of the Parties shall be interpreted as preventing LICENSOR from granting to any other person a license for use of the Technology or from using the Technology in any manner whatsoever.
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- b) **LICENSEE Intellectual Property:** Any intellectual property resulting solely from LICENSEE's work, know-how, or development that does *not* include nor rely upon the Technology, Licensor IP or jointly owned intellectual property, as described in this Agreement, shall be owned by LICENSEE ("**Licensee IP**"). LICENSEE retains full, absolute, and complete rights to all processes covered or described in all of its issued patents and its patent applications filed prior to the date of this Agreement, and any future continuations, continuations in part or divisional applications filed thereto, including but not limited to the issued US and international patents and the US and International patent applications that comprise the LICENSEE Technology. Nothing in this Agreement or in the conduct of the Parties shall be interpreted as preventing LICENSEE from granting to any other person, entity, institution or body a license for use of the LICENSEE technology or from using the LICENSEE technology in any manner whatsoever.
- c) **Improvements:**
- i) **LICENSOR Improvements:** The entire right and title to the Technology, whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto by LICENSOR, its employees or others acting solely on LICENSOR's behalf shall be owned solely by LICENSOR ("**Licensor Improvements**").
  - ii) **LICENSEE Improvements:** Rights and title to improvements whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto solely by LICENSEE or its employees, as defined by this Agreement, shall be owned by the LICENSEE ("**Licensee Improvements**"). In respect to such Licensee Improvements, LICENSOR grants LICENSEE a license to use the underlying intellectual property supporting any such improvement for so long as this Agreement remains in effect (including any renewal terms) and LICENSOR agrees to negotiate in good faith terms of license renewal after the end of the Term of this Agreement and any renewal terms per Section 4a. If LICENSEE develops any Licensee Improvements, LICENSEE will promptly provide LICENSOR with written notice of such Licensee Improvements to validate LICENSEE'S claim to Licensee Improvements. Following receipt of notice of such Licensee Improvements, LICENSOR shall have the exclusive option during the Term of this Agreement (and any renewal terms) to use the Licensee Improvements for LICENSOR's use with the understanding that LICENSOR will not be permitted to sub-license these rights to any third party.
  - iii) **Joint Improvements:** Rights and title to the Technology, whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto by both LICENSOR AND LICENSEE shall be jointly owned intellectual property by LICENSOR AND LICENSEE.
  - iv) **Improvements: Assignment.** LICENSEE and LICENSOR hereby represent that all NEUTRISCI Group members, employees and other persons acting on its behalf in performing its obligations under this Agreement shall be obligated under a binding written agreement to assign, or as it shall direct, all Joint Improvements that include or rely on the Technology conceived or reduced to practice by such NEUTRISCI Group members, employees or other persons acting on its behalf in accordance with this Agreement to the benefit of LICENSOR and LICENSEE.
  - v) **Improvements: Confidential Information.** All Improvements shall constitute Confidential Information and shall be subject to the confidentiality provisions set forth in this Agreement, the whole subject to this Section 3.
- d) **Inventions: Reporting:**
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- i) Upon making any invention that does *not* include or rely upon the Technology LICENSEE has no obligation to share such information of invention with LICENSOR nor inform LICENSOR of said invention, and LICENSEE retains unrestricted rights and ability to use, assign, license, seek patent and other forms of intellectual property protection related to said invention. For greater certainty, any such new invention, development, technology, and/or intellectual property belongs solely to LICENSEE. Upon making any invention that does or does NOT include or rely upon the Technology, LICENSOR has no obligation to share such information of invention with LICENSEE nor inform LICENSEE of said invention, and LICENSOR retains unrestricted rights and ability to use, assign, license, seek patent and other forms of intellectual property protection related to said invention.
  - e) **Jointly Owned Intellectual Property:** If any patent applications are filed seeking to protect any Joint Improvements (“**Jointly Owned IP**”), each Party shall be named as joint inventors.
    - i) **Prosecution and Maintenance of Jointly Owned Patents.** The Parties shall cooperate to cause the filing of one or more patent applications covering any such Jointly Owned IP. The Parties will mutually agree upon which of them shall be responsible for filing, prosecution and maintenance of Jointly Owned IP. The expenses of such filing, prosecution and maintenance shall be equally shared by the Parties unless one of the Parties assigns all of its rights to the other Party. Both Parties agree to assist the other Party in enforcing its rights in the Jointly Owned IP. The costs of any such assistance or cooperation will be borne by the requesting party.
    - ii) **Jointly Owned IP Rights.** LICENSOR grants to LICENSEE an exclusive, non-sub-licensable, fully-paid, royalty-free, perpetual license to any Jointly Owned IP. Further, LICENSEE grants to LICENSOR an exclusive, non-sub-licensable, fully-paid, royalty-free, perpetual license to any Jointly Owned IP. In the event of a “Change in Control” of a party hereto, or in the event of the “Sale of Assets” (as such terms are defined in Section 30) of a party, then Section 30 shall apply.
  - f) **Quality Control.**
    - i) LICENSEE and LICENSOR agree to maintain and preserve the quality of the Technology, and to use the Technology in good faith and in a manner consistent with the uses approved herein.
    - ii) LICENSEE and LICENSOR shall (a) ensure that all End Products and related materials under the Technology are developed, tested, promoted, manufactured and distributed in a professional manner in compliance with all generally accepted industry standards.
    - iii) LICENSEE has the right to reject any hemp oil / full-spectrum hemp that the LICENSOR may plan to procure as further described in Section 6(c)(iii) should the LICENSEE deem said product to be of inferior quality based upon review of the manufacturer’s COA prior to hemp oil acquisition by LICENSOR.
- 4) **Term and Termination.**
- a) **Term.** This Agreement shall take effect on January 7, 2018 and shall remain in effect for the shorter of either TWO (2) years (namely until January 7, 2020) (the “Initial Term”); or, such circumstances as described in Section 4c).

After the conclusion of the Initial Term, this Agreement may be renewed by LICENSEE for an additional period on terms to be negotiated in good faith by the Parties; in general, as outlined in **Exhibit C** herein.

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- b) Termination. This Agreement and the licenses granted hereunder may be terminated prior to the expiration of the Initial Term or any renewal term of this Agreement as follows:
- i) This Agreement may be terminated by LICENSOR by written notice to LICENSEE upon the occurrence of any of the following: (i) failure of LICENSEE to pay any license fees for more than sixty (60) days after they become due; (ii) LICENSEE's violation of the provisions of Sections 7 and 8 or LICENSEE's material breach of any other term of this Agreement, and if which breach is not cured within sixty (60) days after written notice of such breach from LICENSOR; (iii) failure of LICENSEE to maintain all required licenses and governmental authorizations required for the conduct of its business or to comply in all material respects with applicable laws; or (iv) LICENSEE ceases operations, makes a general assignment for the benefit of creditors, or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding.
  - ii) This Agreement may be terminated by LICENSEE by written notice to LICENSOR in the event of material breach by LICENSOR of its obligations or representations and warranties under this Agreement, and if which breach is not cured within sixty (60) days after written notice of such breach from LICENSEE.
- c) Effect of Termination. Except as provided for in Section 5, LICENSEE's payment obligations shall be extinguished if this Agreement is terminated. If the Agreement expires without any renewal thereof then LICENSEE must immediately cease and desist all utilization of the Technology to manufacture, distribute or sell End Products, except that it may distribute and sell End Products until all finished goods and raw materials inventory that pertains to the Technology has been sold. In any event, upon the natural future expiration of all pending and issued patents related to the Technology described herein, as applicable, the License Agreement shall expire and LICENSEE shall have no further payment obligations to LICENSOR.

**5) Indemnification.**

- a) LICENSEE agrees to indemnify LICENSOR and hold LICENSOR harmless from and against any and all liabilities, losses and expenses arising from (i) LICENSEE's unauthorized use of the Technology; (ii) LICENSEE's failure to comply with applicable laws or to maintain all required licenses and governmental authorizations; (iii) any breach of LICENSEE's representations and warranties set forth herein; and (iv) any liability to third parties as a result of LICENSEE's production, distribution and/or sale of End Products, except as to any liability arising out of the proper use of the Technology.
- b) LICENSOR agrees to indemnify LICENSEE and hold LICENSEE harmless from and against any and all liabilities, losses and expenses arising from (i) any breach of LICENSOR's representations and warranties set forth herein; and (ii) any claims of infringement raised by third parties as to the Technology or Licensed Patents.

- 6) Confidentiality.** In addition to the Confidentiality Agreement previously entered into by the Parties, at all times during the term of this Agreement (including any renewal term) and thereafter, LICENSEE will not use or disclose and will otherwise keep confidential any trade secrets or proprietary information, including, but not limited to the Technology and other intellectual property of LICENSOR (collectively, the "**Confidential Information**") except to the extent required to perform its obligations under this Agreement. Without limitation of the foregoing, LICENSEE will hold the Confidential Information in confidence and will (a) exercise the same degree of care, but no less than a reasonable degree of care, to prevent its disclosure as LICENSEE would take to safeguard its own confidential or proprietary information, and (b) limit disclosure of Confidential Information, including any notes, extracts, analyses or materials that would disclose Confidential Information, solely to those of its employees who need to know the information for purposes of performing its obligations under this Agreement and who agree to keep such information confidential. Upon termination of this Agreement, LICENSEE shall immediately return all Confidential Information to LICENSOR and LICENSOR shall have the right to conduct an on-site audit of the LICENSEE within three (3) business days of termination to ensure compliance with the terms of this Agreement, at LICENSOR'S expense.
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- a) Limitations. This section does not apply to any information that: (a) is already lawfully in the receiving Party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving Party as a matter of law (provided that the receiving Party will use all reasonable efforts to provide the disclosing Party with prior notice of such disclosure and to obtain a protective order therefor, with all costs to be borne by the disclosing Party); (e) is disclosed by the receiving Party with the disclosing Party's approval; or (f) is independently developed by the receiving Party without any use of confidential information. In all cases, the receiving Party will use all reasonable efforts to give the disclosing Party ten (10) days' prior written notice of any disclosure of information under this Agreement. The Parties will maintain the confidentiality of all confidential and proprietary information learned pursuant to this Agreement for a period of ten (10) years from the date of termination of this Agreement.
  - b) Saving Provision. The Parties agree and stipulate that the agreements contained in this Section are fair and reasonable in light of all of the facts and circumstances of their relationship; however, the Parties are aware that in certain circumstances courts have refused to enforce certain agreements. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph the parties agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict non-enforcing Party's rights under this Agreement to the maximum extent, in both time and geography, which the court shall find enforceable.
  - c) Applicability to LICENSOR. The present Section 8, applies *mutatis mutandis* to LICENSOR, in respect of confidential information of LICENSEE.
- 7) **Limitation of Liability.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY AGREED TO IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY. THE FOREGOING SHALL NOT LIMIT LICENSEE'S LIABILITY FOR UNAUTHORIZED USE BY LICENSEE OF LICENSOR'S TECHNOLOGY.
- 8) **No Warranties.** OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN, LICENSOR MAKES NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS OR EFFICACY FOR A PARTICULAR PURPOSE OF THE TECHNOLOGY AND/OR ANY END PRODUCTS PRODUCED FROM SAID TECHNOLOGY AND SHALL NOT BE HELD LIABLE FOR PROFITABILITY OF TECHNOLOGY AND/OR END PRODUCTS OR HELD LIABLE UNDER ANY OTHER THEORY OF LIABILITY.
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NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

**IN WITNESS WHEREOF**, the parties have executed this Agreement intending to be legally bound as of the date set forth above.

**“LICENSOR”**  
**LEXARIA CANPHARM CORP.**

/s/ \_\_\_\_\_  
Chris Bunka, CEO

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**EXHIBIT "A"**

**TECHNOLOGY**

The Technology consists of:

- (1) the following patent applications, patents granted, and PCT International Patent Applications;
- (2) all technical know-how and trade secrets in regard to such named patents, including the use, manufacture or formulation thereof, that is owned or controlled by LICENSOR as of the Effective Date of this Agreement, as well as any future continuations, continuations in part or divisional applications filed pursuant to the patent applications. (the "**Licensed Patents**");

U.S. Patent Granted No. 9,474,725 awarded October 27, 2016.

U.S. Patent Granted No. 9,839,612 B2 awarded December 12, 2017

U.S. Provisional Patent Application No. 62/010,601.

U.S. Provisional Patent Application No. 62/037,706.

U.S. Provisional Patent Application No. 62/153,835.

U.S. Provisional Patent Application No. 62/161,324.

U.S. Provisional Patent Application No. 15/225,802.

U.S. Provisional Patent Application No. 62/264,959.

U.S. Provisional Patent Application No. 62/264,967.

U.S. Utility Patent Application No. 14/735,844.

PCT International Patent Application No. PCT/US15/35128.

PCT International Patent Application No. PCT/US16/64295.

PCT International Patent Application No. PCT/US16/64296.

National filings thereunder:

2949369,  
201580031524.X,  
15806768.6,  
201647041745.00  
516371405

Australian Patent Granted No. 2015274698 awarded June 15, 2017

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**EXHIBIT "B"**

**END PRODUCTS**

| <b>Product Line Name</b>      | <b>Product Line Description</b>  |
|-------------------------------|--|
| NeutriSci Sub-Lingual Tablets | Any product that is generally recognized as tablet designed to rapidly melt or dissolve in the mouth and that is infused using the Technology with non- psychoactive cannabinoids derived from hemp oil that contains less than 0.3% THC with or without the incorporation of pterostilbene. |

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**INTELLECTUAL PROPERTY LICENSE  
#2018US02**

This document certifies that an Intellectual Property License dated as of February 23, 2018 has been granted by:

**Lexaria Bioscience Corp.**, a Nevada corporation with offices at 156 Valleyview Rd, Kelowna, British Columbia, V1X 3M4, Canada (“**Licensor**”, “**Lexaria**”, “**us**”, “**our**”, “**we**”),

To:

**Biolog, Inc.**, a Utah corporation with offices at 4430 Haskell Ave, Encino Ca 91436 (together with its successors and assigns “**BIOLOG**”, “**Licensee**”, “**you**”, “**your**”).

**RECITALS**

WHEREAS certain capitalized terms not otherwise defined below are defined in **Exhibit “D”** herein;

WHEREAS, LICENSEE is directly (or indirectly through a partner, as further contemplated in Section 1(a) below) engaged in the business of developing, manufacturing, and selling cannabis-infused products pursuant to licenses issued by the authorities relevant in each and every geographic location referenced within this Agreement, pursuant to regulations promulgated thereby;

WHEREAS, LICENSOR owns and holds, and will make improvements from time to time, on certain intellectual property and technology (“**Technology**”) related to, including but not limited to, the development, testing, and manufacturing process for marijuana-infused products, which Technology is more specifically described in **Exhibit “A”**;

WHEREAS, LICENSEE wishes to utilize the Technology (which shall include any Licensor’s Improvements) of LICENSOR, and LICENSOR desires for LICENSEE to utilize the Technology with either cannabinoids of any kind (“**Product A**”) and/or with vitamins of any kind (“**Product B**”) to create, manufacture and sell consumable infused seasoning stick products as specifically covered by patents currently held by the LICENSEE as of the Effective Date (together, the “**End Products**”), as further described in Exhibit B and in Definitions, subject to the terms and conditions set forth herein. Such End Products shall only be distributed and/or sold by LICENSEE or Partner as defined in Section 1.a below in compliance with all local and state, licensing requirements (and specifically, for Product A, those state and local regulations applicable to the cannabis industry), within the United States of America in which LICENSEE is permitted by this Agreement or an addendum to this Agreement to sell or distribute the End Products (such locations collectively referred to as “**Permitted Locations**” or “**Territory**”);

NOW, THEREFORE, in consideration of the promises and the respective covenants and agreements of the parties contained in this Agreement, the Parties hereto agree as follows:

**LICENSE**

**1. License of Technology:** Subject to certain terms and conditions, LICENSOR hereby grants to LICENSEE each of the licenses more fully defined in Section 2 below.

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- a) **Non-transferable:** The license granted by this Section 1 may not be transferred or sublicensed by LICENSEE without LICENSOR's written consent. However, LICENSEE has the right to sublicense its license to any entity within the BIOLOG Group.
  - b) **Other Products:** The Parties agree that LICENSEE is not limited to production of the End Products defined herein, but that LICENSEE may develop, create and test new products that are derived from or otherwise incorporate the Technology and such new products are only to be distributed and/or sold to Permitted Locations (the "New Products"), subject to availability of licenses in the future from Lexaria.
- 2) **Exclusive Licenses and License Option.** LICENSEE will have the following rights to produce and sell the End Products for FIVE (5) years in the Territory, using the Technology licensed pursuant to this Agreement.
- a) **In the Territory From LICENSOR to LICENSEE: Exclusive** rights from the Effective Date until five (5) years after the Effective Date, allowing LICENSEE the exclusive ability to continue to manufacture the End Products directly or through its Partner in the Permitted Locations within the Territory for the balance of the term of this Agreement as per Section 4. Exclusive under this Agreement means that LICENSOR will not permit any other entity to license the Technology for any Seasoning Stix product as defined within this Agreement (see "Definitions"). The term "Exclusive", for the purposes of this subsection, means that LICENSOR will not offer its Technology to any brand within the Territory during the valid term of this License.
  - b) **Labels and Advertising:** It is a condition of the license granted to the LICENSEE, that, subject to applicable law, on the label of each End Product that uses the Technology shall be printed words to the effect, "Powered by Lexaria Bioscience" with a copy of the Lexaria pinwheel logo, in a type size large enough to be readable by persons with average vision. In return, LICENSOR agrees to spend 5% of all Usage Fees received from LICENSEE, into trade advertisements within the Territory utilizing the "Powered by Lexaria Bioscience" concept.
- 3) **Rights and Obligations Related to the Technology.** Except as expressly provided in this section or elsewhere in this Agreement, neither Party will be deemed by this Agreement to have been granted any license or other rights to the other Party's products, information or other intellectual property rights, either expressly or by implication, estoppel or otherwise.
- a) **LICENSOR Intellectual Property:** LICENSOR retains full, absolute, and complete rights to all processes covered or described in all of its issued patents and its patent applications filed prior to the date of this Agreement, and any future continuations, continuations in part or divisional applications filed thereto, including but not limited to the US Provisional patent applications, US Utility patent application, and the International patent application, that comprise the Technology ("**Licensor IP**"), unless LICENSOR allows these applications to abandon or lapse, or otherwise fails to protect the Technology. Except as expressly provided for in Section 2, nothing in this Agreement or in the conduct of the Parties shall be interpreted as preventing LICENSOR from granting to any other person a license for use of the Technology or from using the Technology in any manner whatsoever.
  - b) **LICENSEE Intellectual Property:** Any intellectual property resulting solely from LICENSEE's work, know-how, or development that does *not* include nor rely upon the Technology, Licensor IP or jointly owned intellectual property, as described in this Agreement, shall be owned by LICENSEE ("**Licensor IP**").
  - c) **Improvements:**
    - i) LICENSOR Improvements: The entire right and title to the Technology, whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto by LICENSOR, its employees or others acting solely on LICENSOR's behalf shall be owned solely by LICENSOR ("Licensor Improvements").
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- ii) **LICENSEE Improvements:** Rights and title to improvements whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto by LICENSEE, its employees or its Partner, as defined by this Agreement, shall be owned by the LICENSEE ("Licensee Improvements"). In respect to such Licensee Improvements, LICENSOR grants LICENSEE a license to use the underlying intellectual property supporting any such improvement for so long as this Agreement remains in effect (including any renewal terms) and LICENSOR agrees to negotiate in good faith terms of license renewal after the end of the Term of this Agreement and any renewal terms per Section 4a. If LICENSEE develops any Licensee Improvements, LICENSEE will promptly provide LICENSOR with written notice of such Licensee Improvements to validate LICENSEE'S claim to Licensee Improvements. Following receipt of notice of such Licensee Improvements, LICENSOR shall have the exclusive option during the Term of this Agreement (and any renewal terms) to purchase or license from LICENSEE the Licensee Improvements for LICENSOR'S use upon mutually agreeable terms and conditions that the parties shall negotiate in good faith.
  - iii) **Joint Improvements:** Rights and title to the Technology, whether or not patentable, and any patent applications or patents based thereon, which directly relate to and are not severable from LICENSOR IP and which are improvements thereto by both LICENSOR AND LICENSEE shall be jointly owned intellectual property by LICENSOR AND LICENSEE.
  - iv) **Improvements: Assignment.** LICENSEE and LICENSOR hereby represent that all Partners, employees and other persons acting on its behalf in performing its obligations under this Agreement shall be obligated under a binding written agreement to assign, or as it shall direct, all Joint Improvements that include or rely on the Technology conceived or reduced to practice by such Partners, employees or other persons acting on its behalf in accordance with this Agreement to the benefit of LICENSOR and LICENSEE.
  - v) **Improvements: Confidential Information.** All Improvements shall constitute Confidential Information and shall be subject to the confidentiality provisions set forth in this Agreement.
- d) **Inventions: Reporting:**
- i) Upon making any invention that does *not* include or rely upon the Technology LICENSEE has no obligation to share such information of invention with LICENSOR nor inform LICENSOR of said invention, and LICENSEE retains unrestricted rights and ability to use, assign, license, seek patent and other forms of intellectual property protection related to said invention. For the avoidance of doubt, any such new invention, development, technology, and/or intellectual property belongs solely to LICENSEE. Upon making any invention that does or does NOT include or rely upon the Technology, LICENSOR has no obligation to share such information of invention with LICENSEE nor inform LICENSEE of said invention, and LICENSOR retains unrestricted rights and ability to use, assign, license, seek patent and other forms of intellectual property protection related to said invention.
- e) **Jointly Owned Intellectual Property:** If any patent applications are filed seeking to protect any Joint Improvements ("**Jointly Owned IP**"), each Party shall be named as joint inventors.
- i) **Prosecution and Maintenance of Jointly Owned Patents.** The Parties shall cooperate to cause the filing of one or more patent applications covering any such Jointly Owned IP. The Parties will mutually agree upon which of them shall be responsible for filing, prosecution and maintenance of Jointly Owned IP. The expenses of such filing, prosecution and maintenance shall be equally shared by the Parties unless one of the Parties assigns all of its rights to the other Party. Both Parties agree to assist the other Party in enforcing its rights in the Jointly Owned IP. The costs of any such assistance or cooperation will be borne by the requesting party.
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- ii) Jointly Owned IP Rights. LICENSOR grants to LICENSEE an exclusive, non-sub-licensable, fully-paid, royalty-free, perpetual license to any Jointly Owned IP. Further, LICENSEE grants to LICENSOR an exclusive, non-sub-licensable, fully-paid, royalty-free, perpetual license to any Jointly Owned IP.

f) **Quality Control.**

- i) LICENSEE agrees to maintain and preserve the quality of the Technology, and to use the Technology in good faith and in a manner consistent with the uses approved herein.
- ii) LICENSEE shall (a) ensure that all End Products and related materials under the Technology are developed, tested, promoted, manufactured and distributed in a professional manner in compliance with all generally accepted industry standards, and (b) comply in all material respects with any and all laws, rules and regulations that are applicable to the development, testing, promotion, manufacture and distribution of the End Products and such related materials.

4) **Term and Termination.**

- a) Term and Renewal. This Agreement shall take effect upon signing by both Parties, and shall remain in effect for the shorter of either five (5) years; or, such circumstances as described in Section 4.c. At any time after the fourth anniversary, this Agreement may be renewed by LICENSEE for an additional five (5) years on terms to be negotiated in good faith based on market conditions at the time of renewal by the Parties.
- b) Termination. This Agreement and the licenses granted hereunder may be terminated prior to the expiration of the initial term or any renewal term of this Agreement as follows:
  - i) This Agreement may be terminated by LICENSOR by written notice to LICENSEE upon the occurrence of any of the following: (i) failure of LICENSEE to pay any license fees for more than sixty (60) days after they become due; (ii) LICENSEE's violation of the provisions of Sections 7 and 8 or LICENSEE's material breach of any other term of this Agreement, which breach is not cured within sixty (60) days after written notice of such breach from LICENSOR; (iii) failure of LICENSEE to maintain all required licenses and governmental authorizations required for the conduct of its business or to comply in all material respects with applicable laws; or (iv) LICENSEE ceases operations, makes a general assignment for the benefit of creditors, or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding.
  - ii) This Agreement may be terminated by LICENSEE by written notice to LICENSOR in the event of material breach by LICENSOR of its obligations or representations and warranties under this Agreement, which breach is not cured within sixty (60) days after written notice of such breach from LICENSEE.
- c) Effect of Termination. Except as provided for in Section 5, LICENSEE's payment obligations shall extinguish if this Agreement is terminated. If the Agreement expires without any renewal thereof, then LICENSEE must immediately cease and desist all utilization of the Technology to manufacture, distribute or sell End Products, except that it may distribute and sell End Products until all finished goods and raw materials inventory that pertains to the Technology has been sold. In any event, upon the natural future expiration of all pending and issued patents as applicable related to the Technology described herein the License Agreement shall expire and LICENSEE shall have no further payment obligations to LICENSOR.

5) **Indemnification.**

- a) LICENSEE agrees to indemnify LICENSOR and hold LICENSOR harmless from and against any and all liabilities, losses and expenses arising from (i) LICENSEE's unauthorized use of the Technology; (ii) LICENSEE's failure to comply with applicable laws or to maintain all required licenses and governmental authorizations; (iii) any breach of LICENSEE's representations and warranties set forth herein; and (iv) any liability to third parties as a result of LICENSEE's production, distribution and/or sale of End Products, except as to any liability arising out of the proper use of the Technology.
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b) LICENSOR agrees to indemnify LICENSEE and hold LICENSEE harmless from and against any and all liabilities, losses and expenses arising from (i) any breach of LICENSOR's representations and warranties set forth herein; and (ii) any claims of infringement raised by third parties as to the Technology or Licensed Patents.

6) **Confidentiality.** In addition to the Confidentiality Agreement previously entered into by the Parties, at all times during the term of this Agreement (including any renewal term) and thereafter, LICENSEE will not use or disclose and will otherwise keep confidential any trade secrets or proprietary information, including, but not limited to the Technology and other intellectual property of LICENSOR (collectively, the "**Confidential Information**") except to the extent required to perform its obligations under this Agreement. Without limitation of the foregoing, LICENSEE will hold the Confidential Information in confidence and will (a) exercise the same degree of care, but no less than a reasonable degree of care, to prevent its disclosure as LICENSEE would take to safeguard its own confidential or proprietary information, and (b) limit disclosure of Confidential Information, including any notes, extracts, analyses or materials that would disclose Confidential Information, solely to those of its employees who need to know the information for purposes of performing its obligations under this Agreement and who agree to keep such information confidential. Upon termination of this Agreement, LICENSEE shall immediately return all Confidential Information to LICENSOR and LICENSOR shall have the right to conduct an on-site audit of the LICENSEE within three (3) business days of termination to ensure compliance with the terms of this Agreement, at LICENSOR'S expense.

In addition to the Confidentiality Agreement previously entered into by the Parties, at all times during the term of this Agreement (including any renewal term) and thereafter, LICENSOR will not use or disclose and will otherwise keep confidential any trade secrets or proprietary information and other intellectual property of LICENSEE (collectively, the "**Confidential Information**") except to the extent required to perform its obligations under this Agreement. Without limitation of the foregoing, LICENSOR will hold the Confidential Information in confidence and will (a) exercise the same degree of care, but no less than a reasonable degree of care, to prevent its disclosure as LICENSOR would take to safeguard its own confidential or proprietary information, and (b) limit disclosure of Confidential Information, including any notes, extracts, analyses or materials that would disclose Confidential Information, solely to those of its employees who need to know the information for purposes of performing its obligations under this Agreement and who agree to keep such information confidential. Upon termination of this Agreement, LICENSEE shall immediately return all Confidential Information to LICENSOR within three (3) business days of termination to ensure compliance with the terms of this Agreement, at LICENSEE'S expense.

a) Limitations. This section does not apply to any information that: (a) is already lawfully in the receiving Party's possession (unless received pursuant to a nondisclosure agreement); (b) is or becomes generally available to the public through no fault of the receiving Party; (c) is disclosed to the receiving Party by a third party who may transfer or disclose such information without restriction; (d) is required to be disclosed by the receiving Party as a matter of law (provided that the receiving Party will use all reasonable efforts to provide the disclosing Party with prior notice of such disclosure and to obtain a protective order therefor, with all costs to be borne by the disclosing Party); (e) is disclosed by the receiving Party with the disclosing Party's approval; or (f) is independently developed by the receiving Party without any use of confidential information. In all cases, the receiving Party will use all reasonable efforts to give the disclosing Party ten (10) days' prior written notice of any disclosure of information under this Agreement. The Parties will maintain the confidentiality of all confidential and proprietary information learned pursuant to this Agreement for a period of ten (10) years from the date of termination of this Agreement.

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b) Saving Provision. The Parties agree and stipulate that the agreements contained in this Section are fair and reasonable in light of all of the facts and circumstances of their relationship; however, the Parties are aware that in certain circumstances courts have refused to enforce certain agreements. Therefore, in furtherance of and not in derogation of the provisions of the preceding paragraph the parties agree that in the event a court should decline to enforce the provisions of the preceding paragraph, that paragraph shall be deemed to be modified to restrict non-enforcing Party's rights under this Agreement to the maximum extent, in both time and geography, which the court shall find enforceable.

7) **Limitation of Liability.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY AGREED TO IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR LOST PROFITS OR FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY. THE FOREGOING SHALL NOT LIMIT LICENSEE'S LIABILITY FOR UNAUTHORIZED USE BY LICENSEE OF LICENSOR'S TECHNOLOGY.

8) **No Warranties. OTHER THAN THE EXPRESS WARRANTIES PROVIDED HEREIN,**

LICENSOR MAKES NO EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS OR EFFICACY FOR A PARTICULAR PURPOSE OF THE TECHNOLOGY AND/OR ANY END PRODUCTS PRODUCED FROM SAID TECHNOLOGY AND SHALL NOT BE HELD LIABLE FOR PROFITABILITY OF TECHNOLOGY AND/OR END PRODUCTS OR HELD LIABLE UNDER ANY OTHER THEORY OF LIABILITY.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, do hereby agree.

**IN WITNESS WHEREOF,** Lexaria Bioscience Corp has granted this license.

**"LICENSOR"**  
**LEXARIA BIOSCIENCE CORP.**

/s/ Chris Bunka, CEO

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**EXHIBIT "A"**

**TECHNOLOGY**

The Technology consists of:

- (1) the following patent applications, patents granted, and PCT International Patent Applications;
- (2) all technical know-how and trade secrets in regard to such named patents, including the use, manufacture or formulation thereof, that is owned or controlled by LICENSOR as of the Effective Date of this Agreement, as well as any future continuations, continuations in part or divisional applications filed pursuant to the patent applications. (the "**Licensed Patents**");

U.S. Patent Granted No. 9,474,725 awarded October 27, 2016.

U.S. Patent Granted No. 9,839,612 B2 awarded December 12, 2017

U.S. Provisional Patent Application No. 62/010,601.

U.S. Provisional Patent Application No. 62/037,706.

U.S. Provisional Patent Application No. 62/153,835.

U.S. Provisional Patent Application No. 62/161,324.

U.S. Provisional Patent Application No. 15/225,802.

U.S. Provisional Patent Application No. 62/264,959.

U.S. Provisional Patent Application No. 62/264,967.

U.S. Utility Patent Application No. 14/735,844.

PCT International Patent Application No. PCT/US15/35128.

PCT International Patent Application No. PCT/US16/64295.

PCT International Patent Application No. PCT/US16/64296.

National filings thereunder:

2949369,  
201580031524.X,  
15806768.6,  
201647041745.00  
516371405

Australian Patent Granted No. 2015274698 awarded June 15, 2017

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**EXHIBIT "B"**

**END PRODUCTS**

**At LICENSEE'S option, any one or more of:**

| <b>Product Line Name</b>  | <b>Product Line Description</b>  |
|---|--|
| Product lines known as Seasoning Stix, Seasoning Stixs, CannaStix, CannaSticks, and derivative products with similar functionality. | Any product that is a manufactured solid tube, sphere, ribbon, pellet, rod, or other shape, used for seasoning, flavoring or infusion of cannabis or cannabis containing substances and/or vitamins into foods and beverages. that is infused with cannabis and/or hemp oil and/or with vitamins |

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**Lexaria and NeutriSci Enter Global Licensing Agreement**

Kelowna, British Columbia – February 26, 2018 – Lexaria Bioscience Corp. (OTCQX: LXP) (CSE: LXX) (the “Company” or “Lexaria”) a drug delivery platform innovator, announces it has entered an agreement with NeutriSci International Inc. (“NeutriSci”) (TSX-V: NU, OTCQB: NRXCF) such that NeutriSci now owns 100% of Ambarii Trade Corporation (“Ambarii”), and Lexaria has granted to NeutriSci an Intellectual Property License and Supply Agreement (the “License Agreement”) for the manufacturing and sale of CBD based products.

Under the License Agreement, NeutriSci will continue the development and sales of its proprietary sublingual mouth-melt consumer products that incorporate Lexaria’s technology for enhancing palatability and bioavailability of beneficial non-psychoactive cannabinoids in NeutriSci’s existing and pipeline product formats. Lexaria will earn ongoing royalty revenues from the sales generated by these products.

“The relationship between our companies has evolved in a positive fashion and allows us each to focus on our core competencies which should benefit all stakeholders,” commented Chris Bunka, Lexaria CEO. “NeutriSci has developed a unique form factor that can now be empowered with Lexaria’s complementary technology which also allows consumers everywhere to benefit.”

“We are very pleased to announce this long-term licensing and development agreement with Lexaria,” commented Glen Rehman, NeutriSci President. “This agreement will allow NeutriSci to focus on the global distribution of our proprietary CBD product line while letting Lexaria focus on licencing and development. This change to our business relationship is a win-win for both parties.”

Separately, the Company also announces the exercise of warrants and options previously granted. The Company has received for exercise a total of 46,266 warrants with an exercise price of US\$0.60. The Company has also received for exercise 50,000 stock options with an exercise price of US\$0.2273. The warrant and option exercises are by third parties who are neither officers nor directors of the Company.

Following this issuance there will be 71,097,305 Common shares of the Company issued and outstanding. The Company received proceeds of \$39,124.60 from the exercise of these warrants and options. No commissions or placement fees have been paid related to the funds received from these warrants exercised. Proceeds will be used for general corporate purposes.

**The securities referred to herein will not be or have not been registered under the United States Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements.**

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## About Lexaria

Lexaria Bioscience Corp. has developed and out-licenses its disruptive delivery technology that promotes healthier ingestion methods, lower overall dosing and higher effectiveness of lipophilic active molecules. Lexaria has multiple patents pending in over 40 countries around the world and has patents granted in the USA and in Australia for utilization of its DehydraTECH™ delivery technology. Lexaria's technology provides increases in intestinal absorption rates; more rapid delivery to the bloodstream; and important taste-masking benefits, for orally administered bioactive molecules including cannabinoids, vitamins, non-steroidal anti-inflammatory drugs (NSAIDs), nicotine and other molecules. [www.lexariabioscience.com](http://www.lexariabioscience.com)



For regular updates, connect with Lexaria on Twitter (<https://twitter.com/lexariacorp>)



and on Facebook <http://tinyurl.com/y8vzcaam>

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Bioscience Corp.

Alex Blanchard, Communications Manager

(778) 796-1897

Or

NetworkNewsWire (NNW)

[www.NetworkNewsWire.com](http://www.NetworkNewsWire.com)

## FORWARD-LOOKING STATEMENTS

This release includes forward-looking statements. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, competitive positions, growth opportunities, plans and objectives of management for future operations, including statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other similar expressions are forward-looking statements, including but not limited to: that any additional patent protection will be realized or that patent achievements will deliver material results. Such forward-looking statements are estimates reflecting the Company's best judgment based upon current information and involve a number of risks and uncertainties, and there can be no assurance that other factors will not affect the accuracy of such forward-looking statements. Factors which could cause actual results to differ materially from those estimated by the Company include, but are not limited to, government regulation, managing and maintaining growth, the effect of adverse publicity, litigation, competition, scientific discovery, the patent application and approval process and other factors which may be identified from time to time in the Company's public announcements and filings. There is no assurance that existing capital is sufficient for the Company's needs or that it will be able to raise additional capital. There is no assurance the Company will be capable of developing, marketing, licensing, or selling edible products containing cannabinoids or any other active ingredient, or that the Biolog license agreement will successfully produce benefits to the Company. There is no assurance that any planned corporate activity, scientific research or study, business venture, technology licensing pursuit, patent application or allowance, consumer study, or any initiative will be pursued, or if pursued, will be successful. There is no assurance that any of Lexaria's postulated uses, benefits, or advantages for the patented and patent-pending technology will in fact be realized in any manner or in any part. No statement herein has been evaluated by the Food and Drug Administration (FDA). Lexaria-associated products are not intended to diagnose, treat, cure or prevent any disease.

*The CSE has not reviewed and does not accept responsibility for the adequacy or accuracy of this release.*

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**Lexaria Enters Licensing Agreement with Cannabis Edibles Infusion Company**

Kelowna, British Columbia – February 27, 2018 – Lexaria Bioscience Corp. (OTCQX: LXP) (CSE: LXX) (the “Company” or “Lexaria”) a drug delivery platform innovator, announces it has entered a definitive technology licensing agreement (the “Agreement”) with Los Angeles-based, privately-held Biolog, Inc. (“Biolog”) whereby Lexaria is providing its patented DehydraTECH™ technology to empower a unique set of next-generation food and beverage cannabis infusion products to be sold in the United States.

Biolog, Inc. has separately acquired rights to patented technologies for a unique line of manufactured dissolvable infusion products designed for ease of use and precise per-unit ingredient dosing. Biolog intends to launch new products of this type to deliver DehydraTECH™ enabled CBD from hemp and/or vitamins in products available nationwide. Biolog will also launch new DehydraTECH™ enabled products in those states where it is permissible to do so delivering cannabinoids from cannabis. All product lines will offer superior palatability and bioabsorption, as well as fast action powered by DehydraTECH™.

Biolog has acquired 5-year exclusive rights to use Lexaria’s DehydraTECH™ technology for these particular applications within the United States for an undisclosed sum and a royalty on revenue generated on products sold utilizing DehydraTECH™.

“The versatility of Lexaria’s DehydraTECH™ technology is witnessed through its adoption to deliver vitamins in a nationally-available consumer product, or cannabinoids in many U.S. states,” said Chief Executive Officer Chris Bunka. “Biolog’s products are a unique and novel method to deliver precisely measured amounts of active ingredients thoroughly infused into foods and beverages of virtually all kinds and we welcome Biolog to our growing family of technology innovators.”

Craig Machado, CEO of Biolog commented, “Lexaria’s technologies apply very well to our product offerings and we could not be more excited to be soon offering *Powered by Lexaria* products to the marketplace. We plan to provide more information about our upcoming products, which will allow processors and consumers to turn almost any food or beverage into a cannabis edible, in the near future as we get closer to formal product launch.”

Lexaria’s patented DehydraTECH™ technology is focused on improved delivery methodologies of many commonly used active pharmaceutical ingredient (“API”) substances. As such, it provides an additional layer of effectiveness that is designed to harmonize with the intellectual property of third parties. Both patented and generic API substances can utilize Lexaria’s patented technology. Lexaria’s long term strategy is to partner with the world’s leading firms as they deliver best-of-class products to their existing large consumer groups.

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**About Lexaria**

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**About Biolog, Inc.**

Biolog, Inc. is a privately held company located in Los Angeles specializing in cannabis infusion technology for food and beverages. Biolog has gained access, via various licensing agreements, to what it believes is some of the most important intellectual property in the legal cannabis edibles marketplace. Biolog has integrated this IP into a unique set of products that enable consumers and cannabis processors to turn virtually any food or beverage into a cannabis edible. The Company's business model is to both directly manufacture cannabis infusion products, where legal, and to license its technologies to legal licensed third parties that will then utilize the cannabis infusion technologies to create cannabis containing foods and beverages.



For regular updates, connect with Lexaria on Twitter (<https://twitter.com/lexariacorp>)



and on Facebook <http://tinyurl.com/y8vzcaam>

FOR FURTHER INFORMATION PLEASE CONTACT:

Lexaria Bioscience Corp.

Alex Blanchard, Communications Manager

(778) 796-1897

Or

NetworkNewsWire (NNW)

[www.NetworkNewsWire.com](http://www.NetworkNewsWire.com)

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#### FORWARD-LOOKING STATEMENTS

This release includes forward-looking statements. Statements which are not historical facts are forward-looking statements. The Company makes forward-looking public statements concerning its expected future financial position, results of operations, cash flows, financing plans, business strategy, products and services, competitive positions, growth opportunities, plans and objectives of management for future operations, including statements that include words such as "anticipate," "if," "believe," "plan," "estimate," "expect," "intend," "may," "could," "should," "will," and other similar expressions are forward-looking statements, including but not limited to: that any additional patent protection will be realized or that patent achievements will deliver material results. Such forward-looking statements are estimates reflecting the Company's best judgment based upon current information and involve a number of risks and uncertainties, and there can be no assurance that other factors will not affect the accuracy of such forward-looking statements. Factors which could cause actual results to differ materially from those estimated by the Company include, but are not limited to, government regulation, managing and maintaining growth, the effect of adverse publicity, litigation, competition, scientific discovery, the patent application and approval process and other factors which may be identified from time to time in the Company's public announcements and filings. There is no assurance that existing capital is sufficient for the Company's needs or that it will be able to raise additional capital. There is no assurance the Company will be capable of developing, marketing, licensing, or selling edible products containing cannabinoids or any other active ingredient, or that the Biolog license agreement will successfully produce benefits to the Company. There is no assurance that any planned corporate activity, scientific research or study, business venture, technology licensing pursuit, patent application or allowance, consumer study, or any initiative will be pursued, or if pursued, will be successful. There is no assurance that any of Lexaria's postulated uses, benefits, or advantages for the patented and patent-pending technology will in fact be realized in any manner or in any part. No statement herein has been evaluated by the Food and Drug Administration (FDA). Lexaria-associated products are not intended to diagnose, treat, cure or prevent any disease.

*The CSE has not reviewed and does not accept responsibility for the adequacy or accuracy of this release.*

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