# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/11/2003

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Risk Advisory		04/11/2006	PARTNERSHIP: CANADA

### **RECEIVING PARTY DATA**

Name:	RiskAdvisory Software Co.	
Street Address:	1601 Lwr. Water Street, 6th Floor	
City:	Halifax	
State/Country:	NOVA SCOTIA	
Postal Code:	B3J 3P6	
Entity Type:	Unlimited Liability Company: NOVA SCOTIA	

### PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2383830	BOOKRUNNER

## **CORRESPONDENCE DATA**

Fax Number: (919)755-6096

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 919-755-2109
Email: mtepper@wcsr.com
Correspondent Name: Maury M. Tepper, III

Address Line 1: PO Box 831

Address Line 4: Raleigh, NORTH CAROLINA 27602

ATTORNEY DOCKET NUMBER:	42007.1.1
NAME OF SUBMITTER:	Maury M. Tepper, III
Signature:	/Maury M. Tepper, III/

TRADEMARK
REEL: 003288 FRAME: 0731

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Date:	04/13/2006			
Total Attachments: 2				
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TRADEMARK REEL: 003288 FRAME: 0732

# CONFIRMATORY ASSIGNMENT OF TRADEMARK

This Confirmatory Assignment of Trademark (the "Assignment") dated as of April 11, 2006, but effective as of November 11, 2003, the ("Effective Date"), is from Risk Advisory, a Canadian partnership (the "Assignor"), to RiskAdvisory Software Co. a Nova Scotia Unlimited Liability Company (the "Assignee").

#### WITNESSETH:

WHEREAS, Assignor is the record owner of the trademark and the related United States registration for BOOKRUNNER, Registration No. 2,383,830, (the "Mark"); and

WHEREAS, as of the Effective Date, November 11, 2003, Assignor agreed to assign, transfer and convey to Assignee all right, title and interest in and to the Mark, together with the goodwill of the business, and all common law rights, associated with the Mark; and

WHEREAS, Assignor and Assignee desire to confirm the assignment of the Mark to Assignee;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

- 1. Assignor hereby assigns, transfers and conveys to Assignee all right, title and interest in and to the Mark, together with (1) the goodwill of the business symbolized by the Mark, (2) any and all common law rights, title and interest associated with the Mark, and (3) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Mark.
- 2. Assignor represents and warrants to Assignee that: (1) the Mark and use thereof do not and will not violate any trademark or other intellectual property rights of any third party; (2) Assignor has not previously transferred, assigned, licensed, or otherwise encumbered the Mark; and (3) Assignor will not take any action to interfere with Assignee's right, title and interest in and to the Mark, the goodwill of the business associated therewith, and the common law rights therein and thereto.
- 3. Assignor further represents and warrants to Assignee that, upon execution and delivery of the Assignment, Assignee will be vested with all right, title and interest in and to the Mark, free and clear of all liens, licenses or other encumbrances.

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4. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such confirmatory assignments and other legal documents as Assignee, or its counsel, may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the Assignor has executed this Confirmatory Assignment this \_\_\_\_\_\_, day of April, 2006.

ASSIGNOR:

RISK ADVISORY

\_\_\_\_\_\_

Printed Name: LOUIS CARON

Bv:

Title: PARTNER

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**RECORDED: 04/13/2006**