

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The WaterStreet Group Inc.		09/02/2005	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1672061 Ontario Inc.		
<b>Street Address:</b>	5500 North Service Road		
<b>City:</b>	Burlington		
<b>State/Country:</b>	ONTARIO		
<b>Postal Code:</b>	L7L6W6		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3217069	WATERSTREET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(416)361-1398		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	tsinnott@bereskinparr.com		
<b>Correspondent Name:</b>	Bereskin & Parr		
<b>Address Line 1:</b>	40 King Street West, 40th Floor		
<b>Address Line 4:</b>	Toronto, ONTARIO M5H 3Y2		
<b>ATTORNEY DOCKET NUMBER:</b>	14865-3/TJS		
<b>NAME OF SUBMITTER:</b>	Timothy J. Sinnott		
<b>Signature:</b>	/TJS/		
<b>Date:</b>	07/15/2008		

CH \$40.00 3217069

Total Attachments: 1

**900111291**

**TRADEMARK  
 REEL: 003816 FRAME: 0090**



**AGREEMENT FOR PURCHASE OF  
TRADE MARKS AND GOODWILL**

This agreement is effective September 2, 2005 between The Waterstreet Group Inc. (the "Vendor") and 1672061 Ontario Inc. (the "Purchaser").

**WHEREAS:**

The Vendor was incorporated under the laws of the Province of Ontario on September 12, 1997 under the corporate name "The Waterstreet Group Inc." (the "Corporate Name");

The Vendor has filed an application with the Canadian Trade Marks Office [Application #1265951] for registration of the trade mark "Waterstreet" in connection with the wares and services described in such application (the "Trade Mark");

The Vendor was previously engaged in tax and financial consulting services and has ceased active business operations;

The Purchaser wishes to acquire from the Vendor all of the Vendor's right, title and interest in the Trade Mark, the Corporate Name and all goodwill associated therewith;

THEREFORE, in consideration of the sum of \$1.00 now paid by the Purchaser to the Vendor and other valuable consideration of which the Vendor hereby confirms receipt, the Vendor and the Purchaser agree as follows:

1. The Vendor hereby assigns and transfers to the Purchaser all of its right, title and interest in the Corporate Name, the Trade Mark, any variation thereof and any goodwill associated with same and/or otherwise currently held by the Vendor under such Corporate Name or Trade Mark (the "Assets").
2. The Vendor confirms that it has the capacity, authority and right to execute this agreement and transfer the Assets to the Purchaser as contemplated hereby free of any liens, claims or encumbrances.
3. The Purchaser agrees to assume responsibility for, including the costs associated with the outstanding application for the Trade Mark and the preparation and filing of Articles of Amendment for the Vendor to change its name to a dissimilar name, provided that the Vendor agrees to cooperate in connection therewith and to execute and deliver any documents as may be required or reasonably requested by the Purchaser to effect the necessary transactions contemplated hereby.

The parties hereto have agreed to the foregoing as evidenced by their execution below.

THE WATERSTREET GROUP INC.

1672061 ONTARIO INC.

Per: \_\_\_\_\_

Tim Cestnick, President

Per: \_\_\_\_\_

Tim Cestnick, President

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