

**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>
Paul Elsworth Smith		11/29/2008	INDIVIDUAL: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Envisioning+Storytelling Inc.		
<b>Street Address:</b>	1075 West Georgia Street		
<b>Internal Address:</b>	c/o Suite 2100		
<b>City:</b>	Vancouver, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6E 3G2		
<b>Entity Type:</b>	CORPORATION: BRITISH COLUMBIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2650970	ENVISIONING & STORYTELLING	
Registration Number:	2679382	ENVISIONING & ENACTMENT	
Registration Number:	2828769	WHAT IF? WHAT NOW?	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(206)340-9599		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	206-340-9619		
<b>Email:</b>	rcumbow@grahamdunn.com		
<b>Correspondent Name:</b>	Robert C. Cumbow - Graham & Dunn PC		
<b>Address Line 1:</b>	2801 Alaskan Way, Suite 300 - Pier 70		
<b>Address Line 4:</b>	Seattle, WASHINGTON 98121-1128		
<b>ATTORNEY DOCKET NUMBER:</b>	21455-FASKEN-ENVISIONING+		
<b>DOMESTIC REPRESENTATIVE</b>			

OP \$90.00 2650970

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:

Robert C. Cumbow

Signature:

*/rcc/*

Date:

12/08/2008

**Total Attachments: 3**

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**TRADE-MARK ASSIGNMENT AGREEMENT**

THIS AGREEMENT (the "Agreement") made as of November 29, 2008.

**BETWEEN:**

**Paul Elsworth Smith  
5775 Marine Drive  
West Vancouver, British Columbia  
V7W 2S1**

(hereinafter the "Assignor");

**AND:**

**Envisioning+Storytelling Inc.  
c/o Suite 2100, 1075 West Georgia Street  
Vancouver, British Columbia  
V6E 3G2**

(hereinafter the "Assignee");

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the "Parties" and individually as a "Party").

**PREAMBLE**

WHEREAS the Assignor is the owner of the Canadian and United States trade-marks bearing the Canadian and United States registration numbers set out in SCHEDULE "A" (the "Trade-marks");

AND WHEREAS the Assignor has assigned, sold and transferred unto the Assignee, the business of the Assignor related to the Trade-marks, including all of the Assignor's rights, title and interest in and to the Trade-marks;

**NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:**

**1. ASSIGNMENT**

1.1 For \$1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged by the Assignor, the Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-marks in any country.

**TRADEMARK**

**REEL: 003899 FRAME: 0339**

**2. COMMITMENTS**

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

**3. GENERAL PROVISIONS**

3.1 **Modification.** This Agreement constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.4 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.5 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.

3.6 **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

DATED AND EFFECTIVE as of the first date noted above.

**PAUL ELSWORTH SMITH**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ENVISIONING+STORYTELLING INC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SCHEDULE "A"**

**Trade-mark**

**Registration No.**

**Canada**

ENVISIONING & ENACTMENT TMA560,063

ENVISIONING & STORYTELLING TMA540,995

WHAT IF? WHAT NOW? TMA563,893

**United States**

ENVISIONING & ENACTMENT 2,679,382

ENVISIONING & STORYTELLING 2,650,970

WHAT IF? WHAT NOW? 2,828,769