

TRADEMARK ASSIGNMENT

11-17-2009



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Electronic Version v1.1
 Stylesheet Version v1.1

11-13-2009

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	01/06/2009

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Technologies Humanware Canada Inc.		01/06/2009	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Pulse Data Investments Inc./Investissements Pulse Data Inc.
Street Address:	445 du Parc Industriel
City:	Longueuil, Quebec
State/Country:	CANADA
Postal Code:	J4H 3V7
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Serial Number:	78934936	MEBOOK
Serial Number:	77348069	CLASSMATE WRITER
Serial Number:	77348046	CLASSMATE READER
Registration Number:	2839645	VICTOR READER
Registration Number:	3141172	TREKKER

CORRESPONDENCE DATA

Fax Number: (312)251-2897
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-368-4000
 Email: ch.tm@dlapiper.com
 Correspondent Name: Keith W. Medansky
 Address Line 1: P.O. Box 64807
 Address Line 2: DLA Piper LLP (US)

CH \$140.00 78934936

Address Line 4: Chicago, ILLINOIS 60664-0807

DOMESTIC REPRESENTATIVE

Name: Keith W. Medansky
Address Line 1: P.O. Box 64807
Address Line 2: DLA Piper LLP (US)
Address Line 4: Chicago, ILLINOIS 60664-0807

NAME OF SUBMITTER: Keith W. Medansky

Signature: /keith w medansky/

Date: 11/13/2009

Total Attachments: 16

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CERTIFICATE OF AMALGAMATION

*Companies Act, Part IA
(R.S.Q., chap. C-38)*

I hereby certify that the companies indicated in the attached articles of amalgamation were amalgamated on *JANUARY 1, 2009*, pursuant to part IA of the Companies Act, into a single company with the name

INVESTISSEMENTS PULSE DATA INC.

with the version(s)

PULSE DATA INVESTMENTS INC.

as indicated in the attached articles of amalgamation.

*Filed in the register on January 6, 2009
under Quebec enterprise number 1162653266*

[stamped:
Enterprise Registrar
Quebec]

[signed:
Enterprise registrar]

R620D16P62I30JA

LEX-302 (2007-04)

Mark the appropriate box with an X
 Ordinary amalgamation
 Simplified amalgamation

1. Name – Write the name of the company resulting from the amalgamation and its version, if applicable.

PULSE DATA INVESTMENTS INC. / INVESTISSEMENTS PULSE DATA INC.

Mark the box with an X if you are requesting a designating number (numbered company) instead of a name.

2. Judicial district of Quebec where the company is establishing its head office. Write the judicial district as established in the Territorial Division Act (R.S.Q., c. D-11)

You may request information from the court-house or from Services Québec or at the following address: www.justice.gouv.qc.ca/francais/recherche/district.asp.

Drummond

3. Exact number or minimum and maximum number of directors

Min. 1 – Max. 10

4. Effective date (if later than date of filing of articles)

Year	Month	Day
2009	01	01

5. Describe the authorized share capital and the limits imposed. Unless otherwise indicated in the articles, the company has unlimited share capital and its shares are without par value. (See section: "Description of share capital" in the general information).

See the provisions of the attached SCHEDULE A.

6. Restrictions on the transfer of shares and other provisions, if applicable.

See the provisions of the attached SCHEDULE B and SCHEDULE C.

7. Limits imposed on its activity, if applicable.

None.

8. Name and Quebec enterprise number (NEQ) of each amalgamating company. Have an authorized director sign opposite the name of each company.

Name of companies	Quebec Business Number (NEQ)										Signature of the authorized director
1 Pulse Data Investments Inc. Investissements Pulse Data Inc.	1	1	6	2	6	5	3	2	6	6	[signed]
2 Technologies HumanWare Canada Inc.	1	1	6	2	7	5	9	6	4	2	[signed]
3	1	1									
4	1	1									

Reserved for the administration

Quebec

Filed on
DEC 29, 2008

The enterprise registrar

If there is not enough space, attach a completed appendix in two copies, identify the corresponding item and number the pages, if necessary.

Return both copies with your payment.
Do not fax.

SCHEDULE B

6. Restrictions on the transfer of shares:

[See original]

SCHEDULE C

6. Other provisions:

BORROWING AUTHORITY

In addition to the powers conferred by its articles of incorporation, and without restricting the scope of the powers conferred to the directors under section 77 of the *Companies Act* (R.S.Q., c. C-38), the directors may, when they deem appropriate and without having to obtain the authorization of the shareholders:

- (a) borrow money upon the credit of the company;
- (b) issue or reissue obligations or other securities of the company and pledge or sell them at a price and for sums deemed appropriate;
- (c) secure in the name of the company the performance of an obligation of another person, on the condition that it be established that the company can or will be able to pay its liabilities when due and that the book value of its assets will not be inferior to the total of its liabilities and of its issued and paid-up share capital account;
- (d) mortgage the immovable and movable property or otherwise encumber the movable property of the company;
- (e) delegate one or more of the above-mentioned powers to a director, an executive committee, a committee of the board of directors or an officer of the company.

CLAUSE OF RESTRICTIONS ON THE FREE TRANSFER OF SHARES

As long as the company shall have the status of "closely-held issuer" in the sense of Regulation 45-106 on *Prospectus and Registration Exemptions*, any transfer of securities (other than shares and non-convertible debt securities) of the company will be subject to the approval of the company's board of directors, expressed in a resolution adopted by the latter, or, if applicable, to the restrictions contained in any agreement among the bearers.

I, the undersigned, Rachel Venarsdall, a qualified French to English translator, hereby state, this Tenth day of November 2009, that the above translation is an accurate rendering into English of the original French text translated by me to the best of my understanding, knowledge, ability and belief.


Rachel Venarsdall

CERTIFICAT DE FUSION

Loi sur les compagnies, Partie IA
(L.R.Q. chap. C-38)

Je teste par les présentes que les compagnies mentionnées
dans les statuts de fusion ci-joints ont été fusionnées le **11ER**
JANVIER 2009, en vertu de la partie IA de la Loi sur les
compagnies, en une seule compagnie sous le nom

INVESTISSEMENTS PULSE DATA INC.

et sous ses variantes(s)

PULSE DATA INVESTMENTS INC.

Comme indiqué dans les statuts de fusion ci-joints.

Enregistrement le **11er janvier 2009**
sous le numéro d'entreprise du Québec **1162653266**

Registraire
des entreprises

Québec

R620D16P62B0JA

LEX-302 (2007-04)

Marquer le case appropriée d'un X.

Fusion ordinaire

Fusion simplifiée

1. Nom - inscrire le nom de la compagnie issue de la fusion et sa version s'il y a lieu.

PULSE DATA INVESTMENTS INC. / INVESTISSEMENTS PULSE DATA INC.

Marquer la case d'un X si vous demandez un numéro matricule (compagnie à numéro) au lieu d'un nom.

2. District judiciaire du Québec où la compagnie établit son siège - inscrire le district judiciaire ou le lieu de la fusion (L.R.Q., c. D-11).

Montréal

3. Nombre précis ou nombres minimal et maximal d'administrateurs

Min. 1 - Max. 50

4. Date d'entrée en vigueur

à être en concordance avec l'article des statuts.

Année	Mois	Jour
2009	01	01

5. Décrire le capital-actions autorisé et les limites imposées - Sauf indication contraire dans les statuts, la compagnie aux capital-actions limité et ses actions sont sans valeur nominale. (Voir la section « Description de capital-actions à date d'information générale »)

See the provisions of the attached SCHEDULE A

6. Restrictions sur le transfert des actions et autres dispositions, le cas échéant

See the provisions of the attached SCHEDULE B and SCHEDULE C

7. Limites imposées à son activité, le cas échéant

None

8. Nom et numéro d'entreprise du Québec (NEQ) de chaque compagnie qui fusionne. Faire signer un administrateur autorisé vis-à-vis le nom de chaque compagnie.

Nom des compagnies	Numéro d'entreprise du Québec (NEQ)								Signature de l'administrateur autorisé		
1. Pulse Data Investments Inc. Investissements Pulse Data Inc.	1	1	6	2	6	5	3	2	6	6	
2. Technologies HumainWare Canada Inc.	1	1	6	2	7	5	9	6	4	8	
3.	1	1									
4.	1	1									



Si l'ordonnance est insuffisante, joindre une autre copie en double exemplaire.
Remplir la section correspondante et remettre les pages à jour.

Retourner les deux feuilles jointes avec votre paiement.
Ne pas détacher.

SCHEDULE A

The Company is authorized to issue an unlimited number of common shares and preferred shares, all without par value.

- I. The common shares shall have attached thereto the following rights, privileges, restrictions and conditions:
- (a) *Voting.* Each common share shall entitle the holder thereof to one (1) vote at all meetings of the shareholders of the Company (except meetings at which only holders of another specified class of shares are entitled to vote pursuant to the provisions hereof or pursuant to the provisions of the *Companies Act* (Quebec) (hereinafter referred to as the "Act").
 - (b) *Dividends.* The holders of the common shares shall be entitled to receive during each month, as and when declared by the board of directors, subject to the rights, privileges, restrictions and conditions attaching to the preferred shares, dividends payable in money, property or by the issue of fully paid shares of the share capital of the Company.
 - (c) *Liquidation, etc.* In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding up its affairs, subject to the rights, privileges, restrictions and conditions attaching to the preferred shares, the holders of the common shares shall be entitled to receive the remaining property of the Company.
- II. The preferred shares shall have attached thereto the following rights, privileges, restrictions and conditions:
- (a) *Non-Voting.* Subject to the provisions of the Act or as otherwise expressly provided herein, the holders of the preferred shares shall not be entitled to receive notice of, nor to attend or vote at, meetings of the shareholders of the Company.
 - (b) *Dividends.* The holders of the preferred shares shall be entitled to receive during each year, as and when declared by the board of directors, but always in preference and priority to any payment of dividends on the common shares or any other shares ranking junior to the preferred shares, non-cumulative dividends at a fixed rate of eight percent (8%) per annum calculated on the Preferred Redemption Price (as hereinafter defined in paragraph II(b)) of each such share, payable in money, property or by the issue of fully paid shares of any

class of the share capital of the Company. The holders of the preferred shares shall not be entitled to any dividend in excess of the dividend hereinbefore provided for.

- (c) *Liquidation, etc.* In the event of the liquidation, dissolution or winding-up of the Company, whether voluntary or involuntary, or other distribution of assets of the Company among shareholders for the purpose of winding up its affairs, the holders of the preferred shares shall be entitled to receive for each preferred share, in preference and priority to any distribution of the property or assets of the Company to the holders of the common shares or to any other shares ranking junior to the preferred shares, an amount equal to the Preferred Redemption Price plus all declared and unpaid dividends thereon, but shall not be entitled to share any further in the distribution of the property or assets of the Company.
- (d) *Redemption by Company.* The Company may, in the manner hereinafter provided, redeem at any time all, or from time to time any part, of the outstanding preferred shares on payment for each preferred share to be redeemed of the Preferred Redemption Price plus all declared and unpaid dividends thereon (in paragraphs (f), (g) and (h) called the "Redemption Price").
- (e) *Procedure on Redemption.* Before redeeming any preferred shares, the Company shall mail or deliver to each person who, at the date of such mailing or delivery, shall be a registered holder of preferred shares to be redeemed, notice of the intention of the Company to redeem such shares held by such registered holder. Such notice shall be delivered to, or mailed by ordinary prepaid post addressed to, the last address of such holder as it appears on the records of the Company, or in the event of the address of any such holder not appearing on the records of the Company, then to the last address of such holder known to the Company, at least one (1) day before the date specified for redemption. Such notice shall set out the Redemption Price, the date on which the redemption is to take place and, if part only of the preferred shares held by the person to whom it is addressed is to be redeemed, the number thereof so to be redeemed. On or after the date so specified for redemption, the Company shall pay or cause to be paid the Redemption Price to the registered holders of the preferred shares to be redeemed upon presentation and surrender of the certificates for the preferred shares so called for redemption at the head office of the Company or at such other place or places as may be specified in such notice, and the certificates for such preferred shares shall thereupon be cancelled, and the preferred shares represented thereby shall thereupon be redeemed. From and after the date specified for redemption in such notice, the holders of the preferred shares called for redemption shall cease to be entitled to dividends in respect of such shares and shall not be entitled to exercise any of the rights of the holders thereof, except the right to receive the Redemption Price, unless payment of the Redemption Price shall not be made by the Company in accordance with the foregoing provisions, in which case the rights of the holders of such shares shall remain unaffected. On or before the date specified for redemption, the Company

remain unaffected. On or before the date specified for redemption, the Company shall have the right to deposit the Redemption Price of the preferred shares called for redemption in a special account with any chartered bank or trust company in Canada named in the notice of redemption, to be paid, without interest, to or to the order of the respective holders of such preferred shares called for redemption, upon presentation and surrender of the certificates representing the same and, upon such deposit being made or upon the date specified for redemption, whichever is later, the preferred shares in respect whereof such deposit shall have been made, shall be deemed to be redeemed and the rights of the respective holders thereof, after such deposit or after such redemption date, as the case may be, shall be limited to receiving, out of the moneys so deposited, without interest, the Redemption Price applicable to their respective preferred shares against presentation and surrender of the certificates representing such preferred shares. If less than all the preferred shares are to be redeemed, the shares to be redeemed shall be redeemed pro rata, disregarding fractions, unless the holders of the preferred shares unanimously agree to the adoption of another method of selection of the preferred shares to be redeemed. If less than all the preferred shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(f) *Redemption by Holder.* A holder of preferred shares shall be entitled to require the Company to redeem at any time all, or from time to time any part, of the preferred shares registered in the name of such holder by tendering to the Company at its head office the share certificate(s) representing the preferred shares which the registered holder desires to have the Company redeem, together with a request in writing specifying (i) the number of preferred shares which the registered holder desires to have redeemed by the Company and (ii) the business day (in this paragraph referred to as the "Redemption Date") on which the holder desires to have the Company redeem such preferred shares, which Redemption Date shall not be less than five (5) days after the day on which the request in writing is received by the Company. Upon receipt of the share certificate(s) representing the preferred shares which the registered holder desires to have the Company redeem together with such a request, the Company shall on or, at its option, before the Redemption Date redeem such preferred shares by paying to the registered holder thereof, for each share to be redeemed, an amount equal to the Redemption Price in respect thereof. Such payment shall be made by cheque payable at any branch of the Company's bankers for the time being in Canada. The said preferred shares shall be deemed to be redeemed on the date of payment of the Redemption Price and, from and after such date, such preferred shares shall cease to be entitled to dividends and the holders thereof shall not be entitled to exercise any of the rights of the holders of the preferred shares in respect thereof. Notwithstanding the foregoing, the Company shall only be obliged to redeem preferred shares so tendered for redemption to the extent that such redemption would not be contrary to any applicable law, and if such redemption of any such preferred shares would be contrary to any applicable law, the Company shall only be obliged to redeem such preferred shares to the extent that the moneys applied thereto shall be such amount

(rounded to the next lower multiple of one hundred dollars (\$100.00)) as would not be contrary to such law, in which case the Company shall pay to each holder his pro rata share of the purchase moneys available. If less than all of the preferred shares represented by any certificate be redeemed, a new certificate for the balance shall be issued.

(g) *Purchase for Cancellation.* The Company may purchase for cancellation at any time all, or from time to time any part, of the preferred shares outstanding, by private contract at any price, with the unanimous consent of the holders of the preferred shares then outstanding, or by invitation for tenders addressed to all the holders of the preferred shares at the lowest price at which, in the opinion of the directors, such shares are obtainable but not exceeding the Redemption Price thereof. If less than all the preferred shares represented by any certificate be purchased for cancellation, a new certificate for the balance shall be issued.

(h) *Preferred Redemption Price.* For the purposes of the foregoing paragraphs II(b), (c) and (d), the "Preferred Redemption Price" of each preferred share shall be an amount equal to (i) the monetary consideration received by the Company upon the issuance of such share (denominated in the currency in which such consideration was paid to the Company), if such share has been issued for money; or (ii) the fair market value of the consideration received by the Company (including, without limitation, shares of another class of the Company) upon the issuance of such share, if such share has been issued for a consideration other than money; less (iii) all amounts paid in respect of such share on account of reductions in issued and paid-up capital. Subject to the provisions of the following sub-paragraph, such fair market value is to be determined by the directors on the basis of generally accepted accounting and valuation principles.

The fair market value determined as hereinabove provided for shall be subject to revision in accordance with any binding agreement with, or decision by, the appropriate taxation authorities, or any judgment of a court of competent jurisdiction. In the event that any such agreement, decision or judgment shall result in a final determination under the provisions of the appropriate taxation legislation and the amount thereby determined is an amount other than the amount for which such share was originally issued as determined by the directors in accordance with the preceding sub-paragraph then if, and only if, such determination is relevant in determining the tax liability of the vendor in the year of the issuance of the shares, such finally determined amount for the purpose of the appropriate taxation legislation shall then be deemed to be the fair market value of the consideration received by the Company upon the issuance of such preferred share. Such adjustment to the Preferred Redemption Price shall reflect any assessment by the Minister of National Revenue or other taxing authority to which no appeal is taken, or any agreement reached by the Company or any holder of a preferred share and a said taxing authority in settlement of a dispute regarding such assessment or proposed assessment, or any decision by a court or tribunal of competent jurisdiction regarding the fair market value of the preferred shares or the consideration received by the

Company upon the issuance of such preferred shares to which no appeal may be taken or the period during which an appeal may be taken has expired.

In the event that, subsequent to any redemption of preferred shares, the Preferred Redemption Price of each preferred share is adjusted pursuant to a revision of fair market value as aforementioned, either the Company shall pay out to the former holders of such redeemed preferred shares or the said former holders of the redeemed preferred shares will reimburse the Company, as the case may be, the difference between the Preferred Redemption Price of the said preferred shares as adjusted and the amount paid by the Company upon redemption, within sixty (60) days from the date of adjustment of the Preferred Redemption Price.

(i) *Issued and Paid-Up Capital.* In the event that any part of the amount of the consideration received by the Company for any preferred share issued by the Company is added to the issued and paid-up capital account of the preferred shares, such preferred share shall be deemed to have been issued for the full amount of the consideration received, for all purposes of these articles (except only with respect to the issued and paid-up share capital of such preferred shares) including, but without limiting the generality of the foregoing, dividend rights, redemption rights and rights upon liquidation and dissolution.

(j) *No Change.* No change to any of the provisions of paragraphs II(a) to II(i) or of this paragraph II(j) shall have any force or effect until a by-law has been approved by a majority or not less than two-thirds (2/3) of the votes cast by the holders of the preferred shares, voting separately as a class at a meeting of such holders specially called for that purpose, or by a resolution in writing signed by all the holders of the preferred shares, in addition to any other approval required by the Act.

SCHEDULE B

6. Restrictions sur le transfert des actions :

No share in the share capital of the Company shall be transferred or assigned without the approval of the directors certified by a resolution of the board of directors.

SCHEDULE C

6- Autres dispositions :

POUVOIR D'EMPRUNT

En plus des pouvoirs conférés par ses statuts et sans restreindre la portée des pouvoirs conférés aux administrateurs par l'article 77 de la *Loi sur les compagnies* (L.R.Q., c C-38), les administrateurs peuvent, lorsqu'ils le jugent opportun et sans avoir à obtenir l'autorisation des actionnaires :

- (a) faire des emprunts de deniers sur le crédit de la compagnie;
- (b) émettre ou réémettre des obligations ou autres valeurs de la compagnie et les donner en garantie ou les vendre pour un prix et des sommes jugés convenables;
- (c) garantir au nom de la compagnie l'exécution d'une obligation à la charge d'une autre personne, sous réserve de l'établissement du fait que la compagnie peut ou pourra acquitter son passif à échéance et que la valeur comptable de son actif ne sera pas inférieure au total de son passif et de son compte de capital-actions émis et payé;
- (d) hypothéquer les immeubles et les meubles ou autrement frapper d'une charge quelconque les biens meubles de la compagnie; et
- (e) déléguer un ou plusieurs des pouvoirs susmentionnés à un administrateur, à un comité exécutif, à un comité du conseil d'administration ou à un officier de la compagnie.

CLAUSE DE RESTRICTIONS À LA LIBRE CESSIION DES TITRES

Tant que la compagnie bénéficiera du statut d' « émetteur fermé » au sens du Règlement 45-106 sur les *dispenses de prospectus et d'inscription*, tout transfert de titre (autres que les actions et les titres de créance non convertibles) de la compagnie sera assujéti au consentement du conseil d'administration de la compagnie exprimé dans une résolution adoptée par celui-ci ou, le cas échéant, aux restrictions contenues dans toutes convention entre les porteurs.

CERTIFICATE OF INCORPORATION

HUMANWARE LIMITED

136911

This is to certify that PULSE DATA INTERNATIONAL LIMITED was incorporated under the Companies Act 1955 on the 10th day of October 1975 and was reregistered to become a company under the Companies Act 1993 on the 30th day of June 1997 and changed its name to HUMANWARE LIMITED on the 31st day of January 2005 and was removed from the register on the 1st day of June 2007.

Neville Ham

Registrar of Companies
27th day of November 2008



For further details relating to this company check www.companies.govt.nz

Certificate printed 27 Nov 2008 15:45:36 NZT

1 OF 1