

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|--|---------------------|
| SUBMISSION TYPE: | | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Clearframe Solutions, Inc. | | 02/23/2004 | CORPORATION: CANADA |
| RECEIVING PARTY DATA | | | |
| Name: | Knexa Solutions, Ltd. | | |
| Street Address: | 409 Granville Street, Suite 1600 | | |
| City: | Vancouver | | |
| State/Country: | CANADA | | |
| Postal Code: | BC V6C 1T2 | | |
| Entity Type: | CORPORATION: CANADA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2790058 | KNEXA | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (415)836-2501 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 4156156024 | | |
| Email: | tmdocket@dlapiper.com, barbara.ellen@dlapiper.com | | |
| Correspondent Name: | Eugene M. Pak, Esq. c/o DLA Piper LLP | | |
| Address Line 1: | 555 Mission Street, Suite 2400 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| DOMESTIC REPRESENTATIVE | | | |
| Name: | Eugene M. Pak, Esq. c/o DLA Piper LLP | | |
| Address Line 1: | 555 Mission Street, Suite 2400 | | |
| Address Line 4: | San Francisco, CALIFORNIA 94105 | | |
| NAME OF SUBMITTER: | Eugene M. Pak | | |

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| Signature: | /Eugene Pak/ |
| Date: | 12/03/2009 |
| Total Attachments: 8 source=KNEXA asset purchase#page1.tif source=KNEXA asset purchase#page2.tif source=KNEXA asset purchase#page3.tif source=KNEXA asset purchase#page4.tif source=KNEXA asset purchase#page5.tif source=KNEXA asset purchase#page6.tif source=KNEXA asset purchase#page7.tif source=KNEXA asset purchase#page8.tif | |

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 23 of February 2004.

BETWEEN:

CLEARFRAME SOLUTIONS INC., a corporation incorporated under the laws of the Province of British Columbia and having its registered and records office at 911 – 470 Granville Street, Vancouver, British Columbia V6C 1V5

(the "Vendor")

- and -

KNEXA SOLUTIONS LTD., a corporation incorporated under the laws of the Province of British Columbia and having its registered and records office at 911 – 470 Granville Street, Vancouver, British Columbia V6C 1V5

(the "Purchaser")

RECITALS:

- A. The Vendor wishes to sell certain assets and the Purchaser wishes to purchase those assets on and subject to the terms and conditions of this Agreement.
- B. The Principals of the Purchaser have operated the Business and are intimate with the true state of affairs of the Business.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto covenant and agree as follows:

Article 1.

INTERPRETATION

1.01 Definitions. In this Agreement the following terms and expressions will have the following meanings:

- (a.1) **"Advance Amount"** has the meaning set out in subsection 3.4;
- (a) **"Agreement"** means this agreement and all schedules attached to this Agreement and all supplementary agreements referred to herein, in each case as they may be amended or supplemented from time to time, and the expressions "hereof," "herein," "hereto," "hereunder," "hereby" and similar expressions refer to this Agreement; and unless otherwise indicated, references to Articles and Sections are to Articles and Sections in this Agreement, references to Schedules are to Schedules attached to this

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Agreement;

- (a.2) **"Assumed Liabilities"** means those liabilities outlined in Article 3;
- (b) **"Business"** means the division of the Vendor which undertakes the development, manufacture, assembly, marketing, sale, and support of the knowledge exchange software called "Tribute," "Enterprise Knowledge Incentives," ("EKI"), "Knexa Knowledge Auction," "Internet Auction with Dynamic Pricing" and "KnexaTron;"
- (c) **"Business Day"** means any day, other than Saturday, Sunday or any statutory holiday in the Province of British Columbia;
- (d) **"Claim"** has the meaning given to that term in Section 9.03;
- (e) **"Closing"** means the completion of the sale and purchase of the Purchased Assets pursuant to this Agreement at the Time of Closing;
- (f) **"Closing Date"** means February 26, 2004 or such earlier or later date as may be agreed upon in writing by the parties;
- (g) **"Contracts"** means those contracts, agreements and obligations described in the attached Schedule 1.01(g);
- (h) **"Customers"** means those Persons listed in the attached Schedule 1.01(h);
- (i) **"Effective Date"** means the time following the close of the Business on November 26, 2003;
- (j) **"Employees" or "Contractors"** means those persons employed by or under contract with the Vendor in connection with the Business to be transferred to the Purchaser on the Closing Date and listed in the attached Schedule 1.01(j);
- (k) **"Encumbrance"** means any security interest, lien, charge, pledge, encumbrance, mortgage, adverse claim or title retention agreement of any nature or kind;
- (l) **"Excluded Assets"** has the meaning given to that term in Section 2.02;
- (m) **"Indemnified Party"** has the meaning attributed to that term in Section 9.03;
- (n) **"Indemnifying Party"** has the meaning attributed to that term in Section 9.03;
- (o) **"Intellectual Property"** means all the Vendor's interest in the names "Knexa," "Tribute," "Enterprise Knowledge Incentives" ("EKI"), "Knexa Knowledge Auction," and "KnexaTron," all source code, technical information, and materials in whatever form or media recording or evidencing technology or proprietary information owned by the Vendor and relating exclusively to the Product, and includes:

- (i) all its rights and interests in and to all copyrights, trade names, and logos relating exclusively to the Product in any jurisdiction;
 - (ii) all its computer source code and documentation used exclusively in the Product, including instructions, specifications, documentation, revisions, enhancements and modifications thereto, in whatever form and media;
 - (iii) all its software agreements, and licenses relating exclusively to the Business; and
 - (iv) all its computer language instructions and compilations relating exclusively to the Product;
- (p) **"Losses"** in respect of a matter means all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlements) arising directly or indirectly as a consequence of that matter, but not including consequential damages or loss of profit incurred by any of the Purchaser or the Vendor;
 - (q) **"Original Claim"** has the meaning given to that term in Section 9.03;
 - (r) **"Person"** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted;
 - (r1) **"Principals"** means David Brett, Nick Bontis, Doug Chepil and Ravinder Mlait;
 - (s) **"Product"** means the software called "Tribute," "Enterprise Knowledge Incentives" ("EKI"), "Knexa Knowledge Auction," "Internet Auction with Dynamic Pricing" and "KnexaTron" more particularly described in Section 2.01(a);
 - (t) **"Purchase Price"** has the meaning given to that term in Section 2.03;
 - (u) **"Purchased Assets"** has the meaning given to that term in Section 2.01;
 - (v) **"Support Obligations"** means the obligations undertaken by the Vendor to provide support for the Customers, as more specifically set forth in Schedule 1.01(v);
 - (w) **"Third Party"** has the meaning given to that term in Section 9.05;
 - (x) **"Third Party Claim"** has the meaning given to that term in Section 9.03; and
 - (y) **"Time of Closing"** means 10:00 a.m., Pacific Standard time, on the Closing Date or such other time on the Closing Date as may be agreed upon in

writing by the parties.

1.02 Schedules. The following schedules attached to this Agreement shall, for the purposes hereof, form part of this Agreement:

| | | |
|------------------|---|--|
| Schedule 1.01(g) | - | Contracts |
| Schedule 1.01(h) | - | Customers |
| Schedule 1.01(j) | - | Contractors |
| Schedule 2.01(a) | - | Software |
| Exhibit 1 | - | Marketing Brochures |
| Exhibit 2 | - | User Documentation |
| Exhibit 3 | - | Patent Application for Computer Auction with Dynamic Pricing |
| Exhibit 4 | - | Registered Trade Marks |
| Schedule 2.01(b) | - | Tools |
| Schedule 2.01(c) | - | Computer Equipment and Office Automation Software |
| Schedule 2.01(d) | - | Office Furniture |
| Schedule 2.01(f) | - | Trade Accounts Receivable |
| Schedule 2.01(g) | - | Prepaid Expenses |
| Schedule 2.04(a) | - | Release and Restrictive Covenant of Contractors |
| Schedule 2.04(b) | - | Options and Warrants of David Brett |
| Schedule 2.05 | - | Allocation of Purchase Price |
| Schedule 3.01(a) | - | Customer Support Obligations |
| Schedule 3.01(b) | - | Vendor's Trade Payables |
| Schedule 3.01(d) | - | Assumed Liabilities of Purchaser in Operation of Business |
| Schedule 3.01(d) | - | Back Order Listing |
| Schedule 3.03 | - | Employment or Contractor Liabilities |
| Schedule 3.04 | - | Advance Amounts |

1.03 Best of Knowledge. Any reference in this Agreement to "the best of the knowledge of belief of the Purchaser" will mean the actual knowledge of David Brett, Nick Bontis, Doug Chepil or Ravinder Mlait, or the knowledge that either of them would have had if they had conducted a reasonably prudent inquiry into the relevant subject-matter. Any reference in this Agreement to "the best of the knowledge of belief of the "Vendor" will mean the actual knowledge of Raymond Jefferd.

1.04 Materiality. In this Agreement "material", when used as an adjective, means any

breach, default or deficiency in the satisfaction of any covenant, representation or warranty so described that might reasonably give rise individually or in the aggregate to an aggregate remedial cost (excluding consequential loss and loss of profit) of more than

1.05 Headings, Table of Contents, Gender and Number. The inclusion of headings and a table of contents in this Agreement is for convenience of reference only and shall not affect the construction or interpretation hereof. In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.06 Currency. Except where otherwise expressly provided, all amounts in this Agreement are stated and shall be paid in Canadian currency.

1.07 Acknowledgement. Each party hereto acknowledges that it and its legal counsel have reviewed and participated in the negotiation and settlement of the terms of this Agreement.

Article 2.

PURCHASE AND SALE

2.01 Purchase and Sale of Assets. Subject to the terms of this Agreement, at the Closing the Vendor shall sell and the Purchaser shall purchase all the property, assets, Intellectual Property, and rights owned by the Vendor in carrying on the Business, other than the Excluded Assets, as a going concern with all related goodwill owned by the Vendor including the Vendor's interest in:

- (a) the line of business known as "Tribute," "Enterprise Knowledge Incentives" ("EKI") "Knexa Knowledge Auction," "Computer Auction with Dynamic Pricing" and "KnexaTron" including software source programs, compilers, intellectual property rights, trade names, customer and prospect lists, market research, contracts, agreements, commitments, including all rights and benefits relating thereto and goodwill relating to the Business and the Vendors interests in the Patents described in Exhibit 3 and the Trade Marks described in Exhibit 4. The Product line consists of the following modules: "Tribute," "Enterprise Knowledge Incentives" ("EKI") "Knexa Knowledge Auction," and "KnexaTron".. The Intellectual Property is the most current version as of the date of this Agreement and as described in the current product marketing brochures for the Business as listed in Exhibit 1 to Schedule 2.01(a) and as more fully described in the available user documentation referred to in Exhibit 2 to Schedule 2.01(a);
- (b) All software programming tools, to the extent that they are located in the Province of British Columbia, used to provide the day to day Product support and development environment including any manuals, technology licenses, development tools including, version control and testing tools and other software licenses more particularly set forth in Schedule 2.01(b);
- (c) Computer equipment and office automation software including development

and support servers operating systems, local area networking equipment, desktop PCs, printers, used in the day to day operation of the Business to the extent that they are located in British Columbia, all as more particularly set forth in Schedule 2.01(c);

- (d) The office furniture located at 210 – 1052 Homer Street, Vancouver, B.C. at the Effective Date, all as more particularly set forth in Schedule 2.01(d);
- (e) Copies of all current and historical books and records related exclusively to the Business as required to carry on the Business;
- (f) All trade accounts receivable of the Vendor as of the Effective Date arising out of, derived solely from or relating to the operation of the Business as set forth in Schedule 2.01(f);
- (g) All prepaid expenses paid by the Vendor prior to the Effective Date arising out of or relating exclusively to the operation of the Business as more particularly set forth in Schedule 2.01(g); and
- (h) The domain name knexa.com.

(the "Purchased Assets").

2.02 Excluded Assets. The Purchased Assets do not include:

- (a) all tax rebates in respect of the Business and relating to the period prior to the Effective Date;
- (b) any of the assets used in connection with or related to the line of business known as the SuiteResponse Citizen Service; and
- (c) all other assets of the Vendor which do not directly relate to the Business;

which assets are referred to in this Agreement as the "Excluded Assets".

11.15 survive the Closing of the sale and purchase of the Purchased Assets, shall survive the Closing and continue thereafter.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

CLEARFRAME SOLUTIONS INC.

Per: 
Name: Raymond Jefford
Title: CEO

KNEXA SOLUTIONS LTD.

Per: 
Name: David Brett
Title: President

Schedule 2.01(a)

Exhibit 4

Registered Trade Marks

Canadian Trade Mark Registration Number TMA551759

Canadian Trade Mark Registration Number TMA551760

US Trade Mark Registration Number 2790058