

TRADEMARK ASSIGNMENT

Electronic 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
637982 N.B. Inc.		11/15/2008	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	ODYSSEY FINANCIAL TECHNOLOGIES S.A.		
Street Address:	26-28, rue Edward Steichen		
City:	Luxembourg		
State/Country:	LUXEMBOURG		
Postal Code:	L-2540		
Entity Type:	SOCIETE ANONYME: LUXEMBOURG		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2315312	X.EYE	
Serial Number:	78959611	XEYE	
CORRESPONDENCE DATA			
Fax Number:	(860)286-0115		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(860)286-2929		
Email:	TM-CT@cantorcolburn.com		
Correspondent Name:	Michelle P. Ciotola		
Address Line 1:	Cantor Colburn LLP		
Address Line 2:	20 Church Street, 22nd Floor		
Address Line 4:	Hartford, CONNECTICUT 06103-3207		
ATTORNEY DOCKET NUMBER:	ETF0189AUS		
DOMESTIC REPRESENTATIVE			
Name:	Michelle P. Ciotola		

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**TRADEMARK
 REEL: 004143 FRAME: 0677**

Address Line 1: Cantor Colburn LLP
Address Line 2: 20 Church Street, 22nd Floor
Address Line 4: Hartford, CONNECTICUT 06103-3207

NAME OF SUBMITTER:	Michelle P. Ciotola
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Signature:	/Michelle P. Ciotola/
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Date:	02/01/2010
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Total Attachments: 7

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THIS AGREEMENT made as of the 15th day of November, 2008.

BETWEEN:

637982 N.B. INC.,
a corporation incorporated under the law of the Province of New Brunswick
(hereinafter called the "**Purchaser**")

OF THE FIRST PART

- and -

ODYSSEY FINANCIAL TECHNOLOGIES S.A., a limited liability company
("société anonyme") duly incorporated and validly existing under the laws of
Luxembourg, a wholly-owned subsidiary of Odyssey Group S.A.

(hereinafter called the "**Purchaser**")

OF THE SECOND PART.

WHEREAS the Vendor is the beneficial owner of capital property as more particularly
described in Schedule "A" attached hereto (hereinafter referred to as the "**Intellectual Property**"); and

WHEREAS the Vendor has agreed to sell and the Purchaser has agreed to purchase from
the Vendor the Intellectual Property for a purchase price equal to the fair market value of the Intellectual
Property as of the close of business on the date hereof; and

WHEREAS the Vendor is to receive in consideration for the Intellectual Property
transferred, a promissory note in an amount equal to the fair market value of the Intellectual Property.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of
the mutual covenants and agreements herein contained, it is hereby agreed as follows:

ARTICLE ONE
INTERPRETATION

1.1 **Defined Terms**

In this Agreement, except as otherwise expressly provided, the following words or
expressions have the following meanings:

- (a) "Act" means the *Income Tax Act* (Canada) S.C. 1970-71-72, c.63, as amended from time to time;
- (b) "Agreement" means this Agreement and any instrument supplemental or ancillary hereto including all Schedules attached hereto;
- (c) "Intellectual Property" has the meaning ascribed thereto in the first recital of this Agreement; and
- (d) "Purchase Price" has the meaning ascribed thereto in section 2.1 of this Agreement.

1.2 **Gender and Number**

Words importing the singular number only shall include the plural, and vice-versa, and words importing the masculine gender shall include the feminine gender and neuter gender, and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, government or governmental board, agency or instrumentality.

1.3 **Headings**

The division of this Agreement into articles and sections and the article and section headings are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

1.4 **Applicable Law**

This Agreement shall be governed by the law of the Province of Ontario and the law of Canada applicable therein and the parties hereto do hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.

1.5 **Severability**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

1.6 **Entire Agreement**

This Agreement constitutes the entire agreement among the parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties with respect thereto.

1.7 Waiver

No waiver by any party hereto of any breach of any of the provisions of this Agreement by such party shall take effect or be binding upon the party unless in writing and signed by such party. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such party with respect to any other breach.

1.8 Time of Essence

Time shall be of the essence of this Agreement.

ARTICLE TWO
PURCHASE AND SALE

2.1 Purchase Price

Subject to the terms and conditions hereof, the Vendor agrees to sell and the Purchaser agrees to purchase from the Vendor the Intellectual Property at a purchase price equal to the fair market value of the Intellectual Property (the "Purchase Price"). The parties agree that the estimated fair market value of the Intellectual Property is [REDACTED]

2.2 Consideration

The Purchase Price shall be satisfied by the issuance of a promissory note (the "Note") in an amount equal to the estimated fair market value of the Intellectual Property.

2.3 Purchase Price Adjustment

It is the intent of the Vendor and the Purchaser that the Note issued to the Vendor shall be equal to the fair market value of the Intellectual Property. If the Canada Revenue Agency (the "Department") determines that the fair market value of the Intellectual Property is greater or less than the amount of the Note, the Purchase Price shall be increased or decreased to reflect the value, as ultimately determined, of the Intellectual Property (the "Revised Fair Market Value"). Reference to value as ultimately determined herein shall have the following meaning:

- (a) such amount as may be agreed by the Department, the Vendor and the Purchaser, to have been the fair market value of the Intellectual Property; or
- (b) in the absence of such agreement, such amount as shall be determined by a Court having jurisdiction in the matter (after all appeal rights have been exhausted or all times for appeal have expired without appeals having been taken) to be the fair market value of the Intellectual Property.

The Revised Fair Market Value shall automatically be substituted for the fair market value hereunder to the same intent and purpose as if such Revised Fair Market Value had been included herein at the time of execution of this Agreement, and the parties shall execute all necessary documents as may be permitted or required to give effect to the foregoing, including a revised promissory note (the "Revised Note").

2.4 **Representations and Warranties of the Vendor**

The Vendor represents and warrants that:

- (a) The Vendor owns the Intellectual Property with good and marketable title thereto, free of any claim, lien, security interest or encumbrance of any nature or kind and free of any rights or privileges capable of becoming claims, liens, security interests and encumbrances;
- (b) The Vendor is entitled to sell, transfer and assign good and marketable title to the Intellectual Property to the Purchaser, free of any such claims, liens, encumbrances, rights and privileges;
- (c) This Agreement shall not constitute a default of any other agreements nor does any other agreement exist which would restrict or prohibit the within transaction; and
- (d) The Vendor is not a non-resident of Canada within the meaning of section 116 of the Act.

2.5 **Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants that the execution and delivery of this Agreement by the Purchaser and the purchase of the Intellectual Property herein provided for have been duly authorized by all necessary action, and the Purchaser has the power and authority to enter into this Agreement and to carry out the transaction of purchase and sale contemplated herein.

2.6 Closing

The within transaction shall be closed at the offices of Messrs. Dale & Lessmann LLP, Suite 2100, 181 University Ave., Toronto, on the 15th day of November, 2008, or at such later date as the parties may mutually agree at which time the Vendor shall, if requested by the Purchaser, deliver a separate Bill of Sale and General Conveyance in the name of the Purchaser representing the transfer of the Intellectual Property, in exchange for the consideration described in section 2.2 hereof. The parties agree that this Agreement shall constitute a Bill of Sale and General Conveyance.

ARTICLE THREE

GENERAL

3.1 Binding Agreement

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns.

3.2 Assignment

This Agreement may not be assigned, in whole or in part, by any party without the prior written consent of all of the other parties hereto.

3.3 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

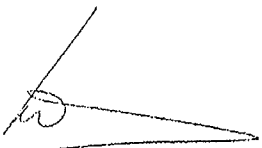
3.4 Further Assurances


The parties hereto agree to execute and deliver such further and other documents and perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.


IN WITNESS WHEREOF the parties hereto have hereunto caused this Agreement to be executed on the date first above written.


637982 N.B. INC.

**ODYSSEY FINANCIAL
TECHNOLOGIES S.A.**

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

Per: 
Authorized Signing Officer

SCHEDULE 'A'

INTELLECTUAL PROPERTY

"Intellectual Property" means all rights to and interests of the Vendor in:

- (i) all business names, trade names, corporate names, domain names, domain name registrations, website names and worldwide web addresses and other proprietary communications addresses used by the Vendor in its business (the "Business");
- (ii) all inventions, patents, patent rights, patent applications (including all reissues, divisions, continuations, continuations-in-part and extensions of any patent or patent application) used by the Vendor in the Business;
- (iii) all industrial designs and applications for patent and registration of industrial designs and industrial design rights, design patents and industrial design registrations used by the Vendor in the Business;
- (iv) all trade-marks (whether used with wares or services and including the goodwill attaching to such trade-marks) and registrations and applications for registration of trade-marks and all trade dress, logos, slogans and brand names used by the Vendor in the Business;
- (v) all copyright in all works (including software programs and databases) and database rights and applications and registrations and applications for registrations of copyright used by the Vendor in the Business;
- (vi) all rights and interests in and to processes, lab journals, notebooks, data, trade secrets, designs, know-how, product formulae and information, manufacturing, engineering and other drawings and manuals, technology, blue prints, research and development reports, agency agreements, technical information, technical assistance, design specifications, and similar materials recording or evidencing expertise or information used by the Vendor in the Business;
- (vii) all other intellectual property rights throughout the world used by the Vendor in carrying on, or arising from the operation of, the Business;
- (viii) all licences granted by the Vendor of the intellectual property listed in items (i) to (vii) above;
- (ix) all future income and proceeds from any of the intellectual property listed in items (i) to (vii) above and the licences listed in item (viii) above;
- (x) all rights to damages and profits by reason of the infringement of any of the intellectual property listed in items (i) to (vii) above and the licences listed in item (viii) above; and
- (xi) Without limiting the generality of the foregoing, Intellectual Property shall include all the WealthManager and x.eyc Online software platforms and all modules associated therewith.