

**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>
Xenos Group, Inc.		01/31/2010	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Xenos IP Partnership		
<b>Street Address:</b>	95 Mural Street, Suite 201		
<b>City:</b>	Richmond Hill, ON		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4B 3G2		
<b>Entity Type:</b>	General Partnership existing under the laws of the Province of Ontario: CANADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3112509	GOXML	
<b>Registration Number:</b>	2512796	GOXML	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-412-1000		
<b>Email:</b>	jennifer.evans@morganlewis.com		
<b>Correspondent Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	058642-2000		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Morgan, Lewis & Bockius LLP		
<b>Address Line 1:</b>	One Market, Spear Street Tower		

**CH \$65.00 3112509**

**900158571**

**TRADEMARK  
 REEL: 004177 FRAME: 0886**

Address Line 4: San Francisco, CALIFORNIA 94105

NAME OF SUBMITTER:

Jennifer C. Evans

Signature:

/jennifer c evans/

Date:

04/01/2010

Total Attachments: 9

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**CONTRIBUTION AGREEMENT**

THIS AGREEMENT made the 31<sup>st</sup> day of January, 2010.

B E T W E E N:

**XENOS GROUP INC.**,  
a corporation existing under the laws of the  
Province of Ontario,

(hereinafter referred to as "**Xenos**")

- and -

**XENOS IP ULC**,  
an unlimited company existing under the laws of the  
Province of Nova Scotia,  
in its capacity as manger of  
**XENOS IP PARTNERSHIP**,  
a general partnership existing under the laws of the  
Province of Ontario,

(hereinafter referred to as "**ULC**").

WHEREAS Xenos and ULC (together, the "**Partners**") have formed a general partnership under the *Partnerships Act* (Ontario) under the name "Xenos IP Partnership" (the "**Partnership**");

AND WHEREAS Xenos is the owner, or authorized licensee, of certain technology, intellectual property rights and confidential information relating to the development, production, marketing, distribution and support of certain software programs, set forth in Schedule A (the "**Property**");

AND WHEREAS Xenos has agreed to transfer its right, title and interest in and to the Property to the Partnership in consideration for a greater interest in the Partnership on the terms and subject to the conditions set out in this Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants, representations and warranties of the parties hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties hereby agree as follows:

**ARTICLE 1**  
**INTERPRETATION**

**1.1**            **Defined Terms**

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Elected Amount**", for the Property, means the amount determined in accordance with Section 3.1;

"**hereby**", "**hereof**" and similar terms refer to this Agreement and not to any particular Article, section, subsection or other portion of this Agreement;

"**ITA**" means the *Income Tax Act* (Canada), as amended from time to time;

"**Partnership Agreement**" means the agreement made by Xenos and ULC on January 28, 2010, setting out the rights and obligations of such persons in the Partnership; and

"**Property**" has the meaning attributed to it in the recitals hereto.

**1.2**            **Sections and Headings**

The division of this Agreement into Articles, sections and subsections and the insertion of headings are for reference purposes only and shall not affect the interpretation of this Agreement. Unless otherwise indicated, any reference herein to a particular Article, section or subsection refers to the specified Article, section or subsection of this Agreement.

**1.3**            **Number, Gender and Persons**

In this Agreement, words importing the singular number shall include the plural and *vice versa*, words importing gender shall include all genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities.

**1.4**            **Applicable Law**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

**1.5**            **Successors and Assigns**

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and their respective successors and permitted assigns, as applicable.

No Partner may assign any of his or her rights or obligations hereunder without the prior written consent of the other Partners.

**1.6**            **Schedules**

Schedules referred to in this Agreement are incorporated by reference into this Agreement.

**1.7**            **Counterparts**

This Agreement may be signed by facsimile and in counterparts and each of such counterparts will constitute an original document and such counterparts, taken together, will constitute one and the same instrument.

**ARTICLE 2**  
**TRANSFER OF CONTRIBUTED PROPERTY**

**2.1**            **Transfer**

Subject to the provisions of this Agreement, Xenos hereby assigns and transfers to the Partnership all of its right, title and interest in the Property. The Partners hereby consent to and accept the transfer by Xenos to the Partnership of all of its right, title and interest in the Property.

**2.2**            **Purchase Price**

The aggregate purchase price (the "**Purchase Price**") payable by the Partnership for the Property of Xenos shall be satisfied by the issuance of an additional partnership interest in the Partnership to Xenos. After the transfer of the Property to the Partnership, Xenos will have a 99.99% interest in the Partnership.

**ARTICLE 3**  
**TAX MATTERS**

**3.1**            **§97(2) ITA Election**

The parties hereby agree to elect jointly under subsection 97(2) of the ITA, in the prescribed form and within the prescribed time for purposes of the ITA, and shall therein agree with respect to the transfer of each Property by Xenos that such amount as is designated therein by Xenos (subject to the limits of subsection 97(2) of the ITA) (the "**Elected Amount**") shall be Xenos' proceeds of disposition and the Partnership's cost of acquiring such Property.

The parties hereby agree to file the election referred to above when and as required by the ITA and the regulations thereunder so that the election will have full force and effect for the purposes of the ITA.

**3.2**            **GST**

Each of the Partnership and Xenos represent to the other party that it is registered for GST purposes, and its GST registration number is: (a) Partnership - 828529057; and (b) Xenos - 105756506.

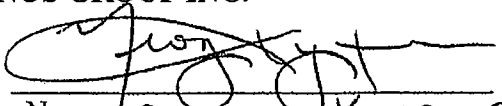
**3.3**            **Retail Sales Tax**

Any sales taxes imposed under the *Retail Sales Tax Act* (Ontario) payable in connection with the purchase of the Property hereunder shall be the responsibility of the Partnership and shall be paid to Xenos on the date hereof. Alternatively, the Partnership shall have the option of furnishing Xenos with a purchase exemption certificate in respect of some or all of the Property, which is in form and content satisfactory to Xenos.

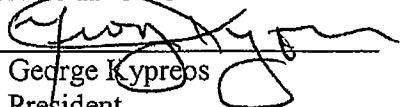
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IN WITNESS WHEREOF the parties have executed this Agreement on the date first above written.

**XENOS GROUP INC.**

by   
Name: George Kypreos  
Title: CFO

**XENOS IP PARTNERSHIP, by its  
manager XENOS IP-ULC**

by   
Name: George Kypreos  
Title: President

**Schedule A**

**PROPERTY**

**TRADE MARKS**

Trade Mark	Application No.	Registration No.	Status
Country	Application Date	Registration Date	Deadline Date
<b>GOXML</b> <sup>1</sup> Canada	1,043,094 January 18, 2000	TMA551,006 September 18, 2001	Registered. To be renewed <b>September 18, 2016.</b>
<b>XML GLOBAL</b> Canada	1,106,052 June 12, 2001	TMA595,702 November 25, 2003	Registered. To be renewed <b>November 25, 2018.</b>
<b>GOXML</b> <sup>2</sup> Canada	1,116,292 September 20, 2001	TMA606,033 March 23, 2004	Registered. To be renewed <b>March 23, 2019.</b>
<b>XML GLOBAL</b> <sup>a</sup> European Community		related to registration No. TMA595,702 (above)	
<b>GOXML</b> European Community	Filing Date: September 21, 2001	trade mark no: 002396935 Date of Registration: January 31, 2003	Registration published. Expiry Date: <b>September 21, 2011.</b>



<b>GOXML</b> United States	78/054,790 March 23, 2001	3,112,509 July 4, 2006	Registered. Declaration of use to be filed by <b>July 4, 2012.</b>  To be renewed <b>July 4, 2016.</b>
<b>GOXML</b> United States	78/009,013 May 19, 2000	2,512,796 November 27, 2001	Registered.
<b>DOCUMORPH</b> Canada	1,027,741 September 2, 1999	TMA543,310 April 2, 2001	Registered. To be renewed by <b>April 2, 2016.</b>
<b>XENOS GROUP</b> Canada	1,027,740 September 2, 1999	TMA555,732 December 19, 2001	Registered. To be renewed by <b>December 19, 2016.</b>

**PATENTS**

Patent	File No.	Patent No.	Status
Country	Application Date	Registration Date	Deadline Date
Representation and Processing of EDI Mapping Templates <sup>b</sup>  United States	Application No.: 09/368,691  Serial Number" 09223270  Filing Date: Dec. 30, 1998	6,418,400   Issue Date: July 9, 2002	Next maintenance due <b>January 9, 2010.</b>

**Notes:**

<sup>1</sup> Listed as associated mark of TMA606,033 (GOXML) by Canadian Intellectual Property Office.

<sup>2</sup> Listed as associated mark of TMA551,006 (GOXML) by Canadian Intellectual Property Office.

<sup>a</sup> Letter from BLG April 8, 2004 advising that the change of title has been recorded in the European Community Trade-marks Office (GOXML; XML GLOBAL; GOXML).

<sup>b</sup> Assignee listed as XML-Global Technologies, Inc. (Note: there was an assignment from XML-Global to Xenos Group Inc. United States Patent info on website does

not reflect this.)

**PROPRIETARY PRODUCTS:**

JES Master  
JES Master Plus  
Output Master  
Console Master  
ARF  
GoXML Transform  
GoXML Messaging  
GoXML Registry  
terminalONE Transform  
terminalONE Transport  
terminalONE Traffic  
Documorph  
d2e Platform  
d2e Vision  
Xenos Enterprise Server  
infoWEB

**CURRENTLY USED TRADEMARKS:**

Xenos Enterprise Server™  
Xenos ES™  
Xenos Integrated Document Solution™  
Xenos IDS™  
Xenos Loader™  
Xenos DSR™  
Xenos OnLine™  
Xenos ePresentment™  
Streamlining Enterprise Information Supply Chains™  
Return on Information™  
Transformation as an Enterprise Service™

**HISTORICAL TRADEMARKS:**

Xenos terminalONE™  
Xenos terminalONE transform™  
Xenos terminalONE transport™  
Xenos d2e™  
Xenos d2e Platform™  
Xenos d2e Vision™  
Xenos infoWEB™  
Xenos Jes-Master Plus™  
Xenos DETAIL™  
XML2PDF Merge™  
Xenos GoXML™  
Xenos e-ADAPT™  
Console Master™  
JES Master Plus™  
Archive Retrieval Facility (ARF)™