

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
D+H Ltd.		01/01/2011	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	Filogix Limited Partnership
Street Address:	939 Eglinton Avenue, Suite 201
City:	Toronto, Ontario
State/Country:	CANADA
Postal Code:	M4G 4H7
Entity Type:	LIMITED PARTNERSHIP: CANADA

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2954661	INCOWEB
Registration Number:	3067093	RESOLVE
Registration Number:	3589672	RESOLVE
Registration Number:	3067114	RESOLVE PROMOTION PLANNER
Serial Number:	77622528	FACILITY TRACK

CORRESPONDENCE DATA

Fax Number: (813)229-1600
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 813-229-7600
 Email: mrichter@slk-law.com
 Correspondent Name: Mindi M. Richter/Shumaker, Loop & Kendri
 Address Line 1: 101 East Kennedy Boulevard, Suite 2800
 Address Line 4: Tampa, FLORIDA 33602

DOMESTIC REPRESENTATIVE

900192328

TRADEMARK
 REEL: 004544 FRAME: 0760

OP \$140.00 2954661

Name: Mindi M. Richter/Shumaker, Loop & Kendri
Address Line 1: 101 East Kennedy Boulevard, Suite 2800
Address Line 4: Tampa, FLORIDA 33602

NAME OF SUBMITTER:	Mindi M. Richter
Signature:	/Mindi M. Richter/
Date:	05/19/2011

Total Attachments: 10

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ASSIGNMENT AND ASSUMPTION OF INTELLECTUAL PROPERTY

THIS AGREEMENT is made as of the 1st day of January, 2011,

BETWEEN:

D+H LTD.,

a corporation formed under the laws of the Province of Ontario,

(hereinafter referred to as the "Assignor"),

- and -

FILOGIX LIMITED PARTNERSHIP,

a limited partnership formed under the laws of the Province of British Columbia,

(hereinafter referred to as the "Assignee").

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WHEREAS the Assignor is the proprietor and registered owner of the trademarks, trademark registrations and pending trademark applications indicated as being held by Filogix Inc. and/or Resolve Corporation and as described on Schedule A hereto (the "Assigned Trademarks") and other intellectual property indicated as being held by Filogix Inc. and/or Resolve Corporation and as described on Schedule B hereto (together with the Assigned Trademarks, the "Assigned Intellectual Property") and all rights thereto, including, without limitation, all common law rights, if any, and all causes of action, interests, claims and rights for damages, profits and other awards by reason of any past infringement, dilution, misappropriation or other violation thereof, and the right to sue therefor;

WHEREAS the Assignor and the Assignee have entered into an asset transfer agreement dated as of the date hereof (the "Asset Transfer Agreement") pursuant to which the Assignee has agreed to acquire from the Assignor, and the Assignor has agreed to sell, transfer, assign and convey to the Assignee, the Transferred Assets;

AND WHEREAS this agreement (the "Agreement") is being entered into pursuant to the Asset Transfer Agreement;

AND WHEREAS pursuant to the Asset Transfer Agreement, the Assignor has agreed to execute and deliver this assignment of its interest in the Assigned Intellectual Property (as defined below);

AND WHEREAS pursuant to the Asset Transfer Agreement, the Assignee has agreed to execute and deliver this assumption of the Assignor's interest in the Assigned Intellectual Property;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, the parties hereby covenant and agree as follows:

1. Definitions

Unless otherwise defined herein, all capitalized terms used in this Agreement shall have the respective meanings ascribed to them in the Asset Transfer Agreement.

2. Assignment

The Assignor hereby assigns and transfers to the Assignee all of its rights, title and interest in and to the Assigned Intellectual Property, and all rights thereto, including, without limitation, all common law rights, if any, and all causes of ~~action, interests, claims~~ and rights for damages, profits and other awards by reason of any ~~past infringement,~~ dilution, misappropriation or other violation thereof, and the right to ~~sue therefor.~~

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3. Assumption

The Assignee hereby accepts the assignment and transfer contained in Section 2 hereof and assumes, covenants and agrees to pay, satisfy, discharge, perform and fulfill all of the Assignor's obligations related to and arising out of the Assigned Intellectual Property that are applicable at any time from and including the date of this Agreement. The Assignee hereby agrees to fully indemnify and save harmless the Assignor from and against any and all liabilities, damages, costs, expenses, causes of action, suits, claims, judgments, losses, penalties, fines, disbursements, legal fees, interest, and demands (collectively, "Claims") arising from or in connection with, or resulting from, any breach by the Assignee or those for whom the Assignee is legally responsible with respect to any obligation of the Assignee relating to the Assigned Intellectual Property which arises on or after the date hereof.

4. Indemnity by Assignor

The Assignor hereby agrees to fully indemnify and save harmless the Assignee from and against any and all Claims arising from or in connection with, or resulting from any breach by the Assignor or those for whom the Assignor is legally responsible with respect to any obligation of the Assignor relating to the Assigned Intellectual Property, in each case, which arose, or relates to the period, prior to the date hereof.

5. Execution In Counterparts

This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument. Execution may be made by facsimile signature which, for all purposes, shall be deemed to be an original.

6. Governing 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 attorns to the non-exclusive jurisdiction of the courts of such province and all courts competent to hear appeals therefrom.

7. Further Assurances

Each of the parties hereto shall execute and deliver all such further documents and do such other things as the other party may reasonably request to give full effect to this Agreement.

8. Asset Transfer Agreement

The parties hereto acknowledge and agree that this Agreement is made between the parties in further assurance of the completion of the transactions provided for in the Asset Transfer Agreement and is subject to all of the representations, warranties, covenants, indemnities and other provisions contained in the Asset Transfer Agreement. The provisions of this Agreement shall not merge or be superseded by, and shall survive the completion of, the transactions provided for in the Asset Transfer Agreement. In the event of any inconsistency between this Agreement and the Asset Transfer Agreement, the provisions of the Asset Transfer Agreement shall govern.

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9. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

10. Liability of Limited Partners

The Assignee is a limited partnership formed under the *Partnership Act* (British Columbia), a limited partner of which is only liable for any of its liabilities or any of its losses to the extent of the amount that the limited partner has contributed or agreed to contribute to its capital and the limited partner's pro rata share of any undistributed income.

11. Headings, Extended Meanings

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

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

D+H LTD.

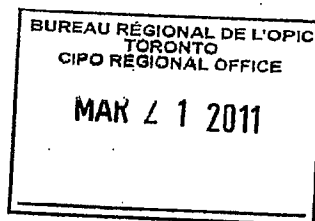
By: 

Authorized signatory

FILOGIX LIMITED PARTNERSHIP, by
its general partner D+H LTD.

By: 

Authorized signatory






SCHEDULE A

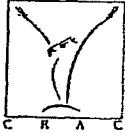



ASSIGNED TRADEMARKS

No.	Trade-Mark	Application No.	Registration No.	Country	Owner
1.	ACU-PLAN	775,121 (Filed February 13, 1995)	TMA450,364 (Registered November 17, 1995)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
2.	ACU-SCAN	775,120 (Filed February 13, 1995)	TMA450,363 (Registered November 17, 1995)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
3.	BDP-APPRO	1,067,085 (Filed July 14, 2000)	TMA567,182 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
4.	BDP-DOCSMART	1,067,084 (Filed July 14, 2000)	TMA567,181 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
5.	BDP-ECLAIMS	1,067,083 (Filed July 14, 2000)	TMA567,180 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
6.	BDP-IMARS	1,067,082 (Filed July 14, 2000)	TMA567,179 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
7.	BDP-PAYSMART	1,067,081 (Filed July 14, 2000)	TMA567,178 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
8.	BDP-TRANSPRO	1,067,080 (Filed July 14, 2000)	TMA567,177 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario

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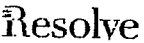
No.	Trade-Mark	Application No.	Registration No.	Country	Owner
9.	C.R.A.C.	443,094 (Filed August 10, 1979)	TMA244,977 (Registered May 16, 1980)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
10.	CCNS	416,545 (Filed October 17, 1977)	TMA232,486 (Registered March 30, 1979)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
11.	CCNS SEARCH ANALYZER	787,228 (Filed July 10, 1995)	TMA462,889 (Registered August 30, 1996)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
12.	CCNS THE INFORMATION PLACE & Design 	865,055 (Filed February 21, 1996)	TMA477,439 (Registered June 10, 1997)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
13.	CELERITY	802,422 (Filed January 24, 1996)	TMA503,915 (Registered November 10, 1998)	Canada	FILOGIX INC. 276 KING STREET SUITE 400, TORONTO ONTARIO
14.	CLIENTSTAR	1,067,079 (Filed July 14, 2000)	TMA567,176 (Registered September 11, 2002)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
15.	CPI - IPC & Design 	1,191,917 (Filed October 8, 2003)	TMA619,793 (Registered September 16, 2004)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
16.	CPI - IPC CENTRE DE PROPRIÉTÉ INTELLECTUELLE INTELLECTUAL PROPERTY CENTRE & Design 	1,059,927 (Filed May 26, 2000)	TMA581,936 (Registered May 20, 2003)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
17.	CPI-IPC VOS EXPERTS EN	1,297,036	TMA709,582	Canada	RESOLVE

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No.	Trade-Mark	Application No.	Registration No.	Country	Owner
	MARQUES DE COMMERCE YOUR TRADE-MARK EXPERTS	(Filed April 7, 2006)	(Registered March 17, 2008) --		CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
18.	CRAC & Dessin 	805,453 (Filed February 27, 1996)	TMA469,838 (Registered January 28, 1997)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
19.	CSRS	730,708 (Filed June 14, 1993)	TMA466,589 (Registered November 29, 1996)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
20.	EDULINX	1,012,584 (Filed April 20, 1999)	TMA611,324 (Registered May 27, 2004)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
21.	EDULINX & Design 	1,013,394 (Filed April 26, 1999)	TMA600,440 (Registered January 23, 2004)	Canada REGIONS DE L'ONTARIO TORONTO REGIONAL OFFICE MAR 21 2011	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
22.	EDULINX CANADA	1,012,583 (Filed April 20, 1999)	TMA610,533 (Registered May 17, 2004)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
23.	FACILITY TRACK & Design 	1,417,121 (Filed November 5, 2008; Allowed December 4, 2009)	---	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
24.	FACILITY TRACK and Design 	77-622528 (Filed November 26, 2008; Pending - Suspended January 27, 2010)		U.S.A.	RESOLVE CORPORATION/CORPORATION RESOLVE 16th Floor, 2 Robert Speck Parkway Mississauga, Ontario L4Z1H8
25.	GUI SOFTWARE SYSTEMS CORP.	763,785 (Filed September 13, 1994)	TMA448,124 (Registered September 22,	Canada	FILOGIX INC. 276 KING STREET WEST, SUITE 400 TORONTO

No.	Trade-Mark	Application No.	Registration No.	Country	Owner
			1995)		ONTARIO
26.	GUP'S REAL FORMS	763,786 (Filed September 13, 1994)	TMA449,441 (Registered October 27, 1995)	Canada	FILOGIX INC. 276 KING STREET WEST, SUITE 400 TORONTO ONTARIO
27.	INCOPLUS	559,220 (Filed March 19, 1986)	TMA322,257 (Registered December 26, 1986)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
28.	INCOWEB	1,014,004 (Filed May 19, 1999)	TMA555,116 (Registered December 6, 2001)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
29.	INCOWEB	78-215804 (Filed February 18, 2003)	2954661 (Registered May 24, 2005)	U.S.A.	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
30.	INFO-CRAC	593,414 (Filed October 14, 1987)	TMA348,141 (Registered November 18, 1988)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
31.	INSPECTOR AUDIT	776,465 (Filed February 27, 1995)	TMA459,085 (Registered June 7, 1996)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
32.	MILESTONE	797,137 (Filed November 10, 1995)	TMA503,909 (Registered November 10, 1998)	Canada	FILOGIX INC. 276 KING STREET SUITE 400, TORONTO ONTARIO
33.	NETEDIT	812,952 (Filed May 21, 1996)	TMA504,057 (Registered November 13, 1998)	Canada	FILOGIX INC. 276 KING STREET SUITE 400, TORONTO ONTARIO
34.	NORAM	600,014 (Filed February 1, 1988)	TMA352,047 (Registered February 24, 1989)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
35.	ONLI	769,391 (Filed November 24, 1994)	TMA485,446 (Registered November 13,	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE

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No.	Trade-Mark	Application No.	Registration No.	Country	Owner
			1997)		2 Robert Speck Parkway 16Th Floor Mississauga Ontario
36.	ONLI GATEWAY	733,923 (Filed July 29, 1993)	TMA464,687 (Registered October 25, 1996)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
37.	PARTNERS IN EDUCATION FINANCING	1,013,395 (Filed April 26, 1999)	TMA542,949 (Registered March 23, 2001)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
38.	PI Dessin 	656,140 (Filed April 24, 1990)	TMA384,365 (Registered May 10, 1991)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
39.	PPSA SYSTEMS MANAGEMENT	662,814 (Filed July 25, 1990)	TMA399,117 (Registered June 12, 1992)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
40.	RESOLVE	1,205,172 (Filed February 9, 2004)	TMA636,664 (Registered April 1, 2005)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
41.	RESOLVE	76-580225 (Filed March 10, 2004)	3067093 (Registered March 14, 2006)	U.S.A.	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
42.	RESOLVE & Design 	1,354,248 (Filed July 3, 2007)	TMA717,573 (Registered June 27, 2008)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
43.	RESOLVE and Design 	77-222210 (Filed July 5, 2007)	3589672 (Registered March 17, 2009)	U.S.A.	RESOLVE CORPORATION CORPORATION CANADA 85 The East Mall Toronto MBZ5W4

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No.	Trade-Mark	Application No.	Registration No.	Country	Owner
44.	RESOLVE PROMOTION PLANNER	1,216,360 (Filed May 6, 2004)	TMA637,167 (Registered April 12, 2005)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
45.	RESOLVE PROMOTION PLANNER	76-592463 (Filed May 17, 2004)	3067114 (Registered March 14, 2006)	U.S.A.	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
46.	SWITCHPLUS	787,515 (Filed July 14, 1995)	TMA474,832 (Registered April 16, 1997)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
47.	THE CELERITY REAL ESTATE NETWORK	765,789 (Filed October 12, 1994)	TMA458,444 (Registered May 31, 1996)	Canada	FILOGIX INC. 276 KING STREET SUITE 400, TORONTO ONTARIO
48.	THE ONLI INFORMATION PLACE	769,389 (Filed November 24, 1994)	TMA459,732 (Registered June 21, 1996)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
49.	TITLE ANALYZER	760,225 (Filed July 26, 1994)	TMA446,718 (Registered August 25, 1995)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway 16Th Floor Mississauga Ontario
50.	TRICURA & Design 	1,394,472 (Filed May 7, 2008)	TMA753,212 (Registered November 17, 2009)	Canada	RESOLVE CORPORATION/CORPORATION RESOLVE 2 Robert Speck Parkway, 16Th Floor Mississauga Ontario

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