

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CHANGE OF NAME

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Filogix Limited Partnership		01/01/2011	LIMITED PARTNERSHIP:

RECEIVING PARTY DATA

Name:	D+H Limited Partnership
Composed Of:	COMPOSED OF Davis + Henderson G.P. Inc.
Street Address:	939 Eglinton Avenue East, 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
Serial Number:	77622528	FACILITY TRACK
Registration Number:	2954661	INCOWEB
Registration Number:	3067093	RESOLVE
Registration Number:	3589672	RESOLVE
Registration Number:	3067114	RESOLVE PROMOTION PLANNER

CORRESPONDENCE DATA

Fax Number: (813)229-1660
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

900192332

**TRADEMARK
 REEL: 004544 FRAME: 0798**

OP \$140.00 77622528

Name: Mindi R. 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: 9

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AMENDED

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PARTNERSHIP ACT
(Sections 51 and 70)

AMENDED AND RESTATED CERTIFICATE OF LIMITED PARTNERSHIP JAN 04 2011

D+H LIMITED PARTNERSHIP

(FORMERLY, FILOGIX LIMITED PARTNERSHIP)


RON TOWNSHEND
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA

The undersigned, being the sole General Partner of D+H Limited Partnership (the "Limited Partnership"), hereby gives notice pursuant to the *Partnership Act* (British Columbia) (the "Partnership Act") and certifies as follows:

1. BUSINESS NAME

The business name under which the Limited Partnership is to be conducted is D+H Limited Partnership.

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TORONTO
CIPO REGIONAL OFFICE
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2. BUSINESS

The general nature of the business intended to be carried on by the Limited Partnership consists of a cheque supply program, the servicing of student loans, the provision of registration and related services for secured loan products, the delivery of technology solutions to financial institutions, as well as with respect to commercial lending, small business lending and leasing, servicing solutions within the credit card market and other outsourced services in a number of specialty areas.

3. GENERAL PARTNER

The full name and address in British Columbia of the sole General Partner of the Limited Partnership is:

Davis + Henderson G.P. Inc.
Suite 1700 Park Place
666 Burrard Street
Vancouver, BC V6C 2X8

4. TERM

The term for which the Limited Partnership is to exist will commence on the date on which this Certificate of Limited Partnership is registered in accordance with the *Partnership Act*, and will

end 21 years after the date of death of the last surviving issue of Her Majesty, Queen Elizabeth II, alive on May 31, 2006.

The Limited Partnership will not dissolve until: (a) the net assets of the Limited Partnership have been distributed as required by section 9 hereof; (b) a declaration of dissolution prescribed by the *Partnership Act* has been filed; and (c) the applicable formalities prescribed by the laws of all jurisdictions where the Limited Partnership may be registered have been satisfied. In addition, the General Partner will give prior notice of any dissolution of the Limited Partnership in such matter as may be required by law and by mailing to each Limited Partner and to the Limited Partnership's Registrar and Transfer Agent such notice at least 21 days prior to the filing of the declaration of dissolution prescribed by the *Partnership Act*.

The Limited Partnership will not come to an end by reason of the death, bankruptcy, insolvency, mental incompetency or other disability of any Limited Partner or upon transfer of any Units (as herein defined), except as set forth above and in accordance with the terms of the limited partnership agreement dated as of the 31 day of May, 2006 between Filogix Inc. as the initial General Partner of the Limited Partnership, 1699420 Ontario Limited as Initial Limited Partner and those parties referred to as Limited Partners in the limited partnership agreement, as from time to time amended, supplemented or restated (the "Agreement").

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TORONTO
CIPO REGIONAL OFFICE

MAR 21 2011

5. CONTRIBUTION BY LIMITED PARTNERS

The aggregate amount of cash and the nature and fair value of any other property to be contributed by way of capital by all of the Limited Partners to the ~~Limited Partnership is~~ in the case of the Initial Limited Partner \$10 and in the case of subsequent Limited Partners is the subscription price for Units paid by the Limited Partner. Units herein means the interest of a Limited Partner in the Limited Partnership.

6. ADDITIONAL CONTRIBUTIONS BY LIMITED PARTNERS

No additional contributions to the Limited Partnership are required to be made by the Limited Partners.

7. PROFIT SHARING BASIS

(a) The income or loss for tax purposes of the Limited Partnership for a given Fiscal Year of the Limited Partnership will be allocated to the General Partner and the Limited Partners, as to 0.01% and 99.99%, respectively, and, subject to (b) hereof, income will be allocated to each Limited Partner in an amount calculated by:

(i) multiplying the aggregate income allocated to the Limited Partners by

- (ii) a fraction,
 - (A) the numerator of which is the sum of the cash distributions received by that Limited Partner with respect to that Fiscal Year, and
 - (B) the denominator of which is the aggregate amount of the cash distributions made to all Limited Partners by the Limited Partnership with respect to that Fiscal Year.
- (b) If, with respect to a given Fiscal Year, no cash distribution is made by the Limited Partnership to its Partners, or the Limited Partnership has a loss for tax purposes, one twelfth of the income or loss, as the case may be, for tax purposes of the Limited Partnership for that Fiscal Year will be allocated to the General Partner and the Limited Partners at the end of each month in that Fiscal Year, as to 0.001% and 99.999%, respectively, and to each Limited Partner in the proportion that the number of Units held at each of those dates by that Limited Partner is of the total number of Units issued and outstanding at each of those dates.

Fiscal Year herein means the fiscal period of the Limited Partnership which shall be determined by the General Partner.

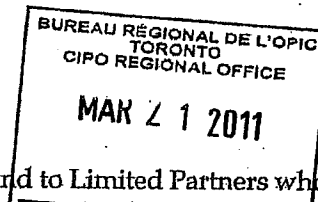
8. DISTRIBUTIONS

The General Partner will distribute to the General Partner and to Limited Partners whose names appear on the Record on the last Business Day of each month (the "Distribution Period") commencing on the last Business Day of June, 2006, in proportion to the number of Units held by each of them as indicated on the record of partners, Distributable Cash in respect of that Distribution Period. Distributions will be made within 31 days of the end of each Distribution Period. The Limited Partnership may, in addition, make a distribution at any other time. For greater certainty, distributions that are made after a Fiscal Year but which are payable on or before the end of that Fiscal Year will be deemed to be distributions with respect to that Fiscal Year for purposes of Article 5. Distributions made under the Agreement will be net of any tax required by law to be withheld by the General Partner.

Business Days herein means any day, other than a Saturday, Sunday or public holiday, on which banks are open for business in Toronto, Ontario.

Distributable Cash herein means the amount, if any, by which:

- (a) the aggregate of (i) earnings before interest, taxes, depreciation and amortization, all as determined in accordance with generally accepted accounting principles in Canada from time to time ("EBITDA") of the Limited Partnership and its Subsidiaries calculated on a consolidated basis for the Distribution Period, and (ii) cash of the Limited Partnership on hand at the end of the Distribution Period

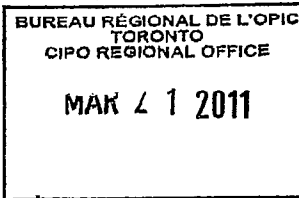


to the extent the General Partner determines it is appropriate to distribute an additional amount to Unitholders

exceeds

- (b) the aggregate of (i) amounts retained as Reserves in respect of the Distribution Period, (ii) interest, principal (other than repayments under revolving credit facilities which do not represent a permanent reduction in the amount available for borrowing thereunder) and other cash borrowing costs (including capital lease payments) paid during or accrued or payable in respect of the Distribution Period, (iii) cash taxes paid during the Distribution Period and (iv) capital expenditures made in the Distribution Period which are not financed from borrowings under credit facilities or otherwise.

Reserves in respect of any Distribution Period means amounts retained by the Limited Partnership from Distributable Cash, if any, determined by the General Partner, on a reasonable basis, (i) to finance the Limited Partnership's current and anticipated obligations and liabilities (including, without limitation, taxes of Subsidiaries of the Limited Partnership), (ii) to finance additional capital upgrades and improvements and (iii) to stabilize distributions to Unitholders throughout the year.



9. DISTRIBUTION ON DISSOLUTION

Upon the occurrence of certain events, the General Partner ~~or in certain events any other Person~~ ("Receiver") appointed by Ordinary Resolution of the Limited Partners will act as receiver and liquidator of the assets of the Limited Partnership and will:

- (a) sell or otherwise dispose of that part of the Limited Partnership's assets as the Receiver considers appropriate;
- (b) pay or provide for the payment of the debts and liabilities of the Limited Partnership and liquidation expenses;
- (c) if there are any assets of the Limited Partnership remaining, distribute to the Limited Partners of record on the date of dissolution, proportionate to the number of Units held by them, an amount equal to the amount in cash or kind of all Capital Contributions paid in respect of Units less any amounts of Capital Contribution previously distributed to Limited Partners under the Agreement;
- (d) distribute the remaining assets of the Limited Partnership, if any, to the General Partner and to Limited Partners of record on the date of dissolution in the same proportions as the allocations required by Section 7 hereof.

Person herein means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative,

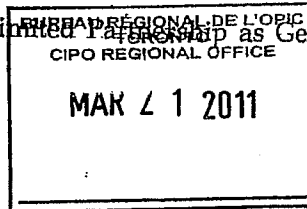
regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

Ordinary Resolution herein means:

- (a) a resolution approved by more than 50% of the votes cast in person or by proxy at a duly constituted meeting of Partners or at any adjournment of that meeting, called in accordance with the Agreement; or
- (b) a written resolution in one or more counterparts signed by Partners holding in the aggregate more than 50% of the aggregate number of Units held by those Partners who are entitled to vote on that resolution at a meeting.

Capital Contribution in relation to a Partner means the total amount of money paid or agreed to be paid to the Limited Partnership by that Partner in respect of a General Partnership Interest in the case of the General Partner and Units in the case of the Limited Partner subscribed for by that Limited Partner which have been accepted by the General Partner.

General Partnership Interest herein means an interest in the Limited Partnership as General Partner.



10. RIGHT TO SUBSTITUTE AN ASSIGNEE

The right of a Limited Partner to substitute an assignee as contributor in its place is restricted to the circumstances in which a Limited Partner may transfer its Units. Generally, no transfer of a Unit or a fraction of a Unit may be made or will be recognized unless approved by the General Partner. The General Partner may grant its approval subject to such reasonable terms and conditions as the General Partner may impose and in accordance with the following procedures:

- (a) Subject to the Agreement, compliance with applicable securities laws and the payment by the transferee of an administration fee, if any, of up to \$100, Units may be transferred by a Limited Partner or the Limited Partner's agent duly authorized in writing to any Person; but that Person will not be recorded on the Record as the holder of Units nor, if that Person is not a Limited Partner, be entitled to become a Limited Partner unless that Person has delivered to the General Partner a transfer form acceptable to the General Partner completed and executed in a manner acceptable to the General Partner.
- (b) The General Partner has the right to deny the transfer of Units in respect of which there has been default in payment of the subscription price until all amounts required to be paid on account of the subscription price, including any interest on the subscription price, have been paid in full and the right to deny the transfer of Units where the transferee fails to make the representations, warranties, and covenants required by the Agreement. No transferee will become a Limited Partner until all filings and recordings required by the

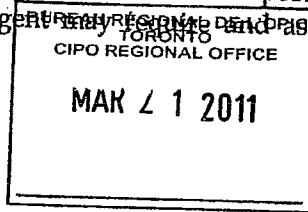
Partnership Act and the Agreement have been duly made. Where the transferee complies with all applicable provisions and is entitled to become a Limited Partner, the General Partner is authorized to admit the transferee to the Limited Partnership as a Limited Partner.

No transfer of Units will be accepted by the General Partner more than 15 days after the sending of a notice of dissolution as required under the Agreement and the *Partnership Act*.

The Limited Partnership's Registrar and Transfer Agent in connection with the transfer of Units means the registrar and transfer agent appointed from time to time by the General Partner, which will initially be the General Partner.

Where a Person becomes entitled to Units on the death, incapacity, insolvency, or bankruptcy of a Limited Partner or otherwise by operation of law, such Person will not be recognized or entered into the Record until such Person:

- (a) has produced evidence satisfactory to Registrar and Transfer Agent of such entitlement;
- (b) has agreed in writing to be bound by the terms of the Agreement and to assume the obligations of a Limited Partner under the Agreement; and
- (c) has delivered any other evidence, approvals and consents in respect to such entitlement as the Registrar and Transfer Agent may require and as may be required by law or by the Agreement.



11. ADMISSION OF ADDITIONAL LIMITED PARTNER

The General Partner is authorized to admit additional Limited Partners to the Limited Partnership, without the action or consent of any other Limited Partners, subject to the terms of the Agreement. The Limited Partnership will not terminate upon the admission of any additional Limited Partner or withdrawal of any Limited Partner.

12. RIGHTS OF LIMITED PARTNERS

No Limited Partner will, in respect of any Unit held by such Limited Partner, be entitled to any preference, priority or right in any circumstance over any other Limited Partner in respect of any Unit held by the other Limited Partner. Each Limited Partner's interest will represent the same proportion of the total interest of all Limited Partners in the Limited Partnership as the number of Units held by it is of the total number of Units outstanding at any time.

13. REMOVAL OR RESIGNATION OF THE GENERAL PARTNER

- (a) Except as provided below, the General Partner may not be removed as general partner of the Limited Partnership.
- (b) Upon the passing of any resolution of the directors or shareholders of the General Partner requiring or relating to the bankruptcy, dissolution, liquidation or winding-up or the making of any assignment for the benefit of creditors of the General Partner, or upon the appointment of a receiver of the assets and undertaking of the General Partner where such appointment is not revoked or withdrawn within 15 days of the appointment, or upon the General Partner failing to continue to meet certain requirements, the General Partner will cease to be qualified to act as the general partner under the Agreement and will be deemed to have been removed as a general partner of the Limited Partnership and a new general partner will, in these instances, be appointed by the Limited Partners by an ordinary resolution of the Limited Partners within 180 days of receipt of written notice of that event (which written notice will be provided by the General Partner promptly upon the occurrence of that event) provided that the General Partner will not cease to be the General Partner until the earlier of the appointment of a new general partner and the expiry of the 180 day period.
- (c) The General Partner may also be removed if the General Partner has committed a material breach of the Agreement, which continues for a period of 90 days after written notice is given to the General Partner of that breach and the removal is approved by an Extraordinary Resolution of the Limited Partners.
- (d) Any removal of the General Partner by the Limited Partners ^{also provide for the election and succession of a new general partner.} Any removal hereunder will be effective immediately before the election of the successor general partner to the Limited Partnership.
- (e) The General Partner may resign on not less than 180 days' written notice to the Limited Partners and that resignation will become effective upon the earlier of the appointment of a new general partner by the Limited Partners pursuant to an Ordinary Resolution, and the last day of that 180 day period; provided that the General Partner will not resign if the effect would be to dissolve the Limited Partnership. The General Partner may withdraw its resignation at any time prior to the effective date of resignation upon written notice to the Limited Partners.

BUREAU REGIONAL RESTAURANTS
C/O REGIONAL OFFICE
TORONTO
MAR 27 2011

Extraordinary Resolution herein means:


- (a) a resolution approved by more than 66-2/3% of the votes cast in person or by proxy at a duly constituted meeting of Partners or at any adjournment of that meeting, called in accordance with the Agreement; or
- (b) a written resolution in one or more counterparts signed by Partners holding in the aggregate more than 66-2/3% of the aggregate number of Units held by those Partners who are entitled to vote on that resolution at a meeting.

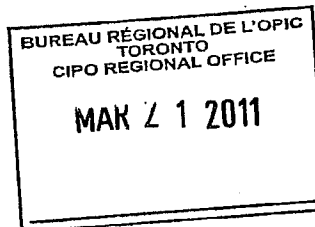
14. RIGHT OF SUBSTITUTE GENERAL PARTNER TO CONTINUE THE BUSINESS

Upon any appointment of a new general partner, the new General Partner will become a party to the Agreement and will agree to be bound by all of the provisions of the Agreement and to assume the obligations, duties and liabilities of the General Partner under the Agreement and will have the right to continue the business of the Limited Partnership pursuant to the terms of the Agreement.

SIGNED AND CERTIFIED CORRECT by the General Partner as of January 1, 2011.

DAVIS + HENDERSON G.P. INC.

Per: 
(Authorized Signatory)



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PARTNERSHIP ACT
(Section 54)

D+H LIMITED PARTNERSHIP

JAN 04 2011

NOTICE OF REGISTERED OFFICE


9 RON TOWNSHEND
REGISTRAR OF COMPANIES
PROVINCE OF BRITISH COLUMBIA


THIS WILL CERTIFY that, until further notice is filed with the Registrar, the registered office of
the above-noted Limited Partnership is:

Suite 1700, Park Place
666 Burrard Street
Vancouver, B.C. V6C 2X8

AMENDED

DATED by the General Partner, as of January 1, 2011.

DAVIS + HENDERSON G.P. INC.

Per: 

(Authorized Signatory)

