

## 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
ETRAFFIC SOLUTIONS INC.		02/07/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	NELSON EDUCATION LTD.		
Street Address:	1120 Birchmount Road		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M1K 5G4		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3778881	SUCCESSCHECKER	
CORRESPONDENCE DATA			
Fax Number:	(301)762-4056		
Phone:	(301) 424-3640		
Email:	efile@usiplaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	EDELL, SHAPIRO & FINNAN, LLC		
Address Line 1:	1901 Research Boulevard, Suite 400		
Address Line 4:	Rockville, MARYLAND 20850		
ATTORNEY DOCKET NUMBER:	0734.0015T		
DOMESTIC REPRESENTATIVE			
Name:	EDELL, SHAPIRO & FINNAN, LLC		
Address Line 1:	1901 Research Boulevard, Suite 400		
Address Line 4:	Rockville, MARYLAND 20850		

OP \$40.00 3778881

TRADEMARK

NAME OF SUBMITTER:	Barbara A. Friedman
Signature:	/Barbara A. Friedman/
Date:	02/08/2012
Total Attachments: 2 source=Assignment of Trademark - US#page1.tif source=Assignment of Trademark - US#page2.tif	

ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, **ETRAFFIC SOLUTIONS INC.**, a corporation having its principal business address at 710 Redbrick Street, Unit 100, Victoria, British Columbia, V8T 5J3 Canada ("Assignor"), is the owner of the U.S. trademark Registration No. 3,778,881 for **SUCCESSCHECKER** (the "Trademark"); and

WHEREAS, **NELSON EDUCATION LTD.**, a corporation having its principal address at 1120 Birchmount Road, Toronto, Ontario M1K 5G4 Canada ("Assignee"), is desirous of acquiring all rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby, and the registration thereof.

NOW THEREFORE, good and valuable consideration being extant, Assignor hereby assigns to Assignee, all of its rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby and the registration thereof.

Assignor further assigns to Assignee all right to sue for, to receive and to hold damages and profits accruing from past infringement of the Trade-mark in the country or countries in which the registration has effect.

Assignor further warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the Trademark of which Assignee is not aware, and that it believes it has good and valid title to the mark to assign to Assignee.

Dated this 7th day of February, 2012

Assignor:

**ETRAFFIC SOLUTIONS INC.**

By: \_\_\_\_\_

Title: CEO

Assignee

**NELSON EDUCATION LTD.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, **ETRAFFIC SOLUTIONS INC.**, a corporation having its principal business address at 710 Redbrick Street, Unit 100, Victoria, British Columbia, V8T 5J3 Canada ("Assignor"), is the owner of the U.S. trademark Registration No. 3,778,881 for **SUCCESSCHECKER** (the "Trademark"); and

WHEREAS, **NELSON EDUCATION LTD.**, a corporation having its principal address at 1120 Birchmount Road, Toronto, Ontario M1K 5G4 Canada ("Assignee"), is desirous of acquiring all rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby, and the registration thereof.

NOW THEREFORE, good and valuable consideration being extant, Assignor hereby assigns to Assignee, all of its rights, title and interest in and to the Trademark, the goodwill of the business symbolized thereby and the registration thereof.

Assignor further assigns to Assignee all right to sue for, to receive and to hold damages and profits accruing from past infringement of the Trade-mark in the country or countries in which the registration has effect.

Assignor further warrants that there are no licenses, encumbrances or other agreements, either written, oral or implied, relating to the Trademark of which Assignee is not aware, and that it believes it has good and valid title to the mark to assign to Assignee.

Dated this 7<sup>th</sup> day of February, 2012

Assignor:

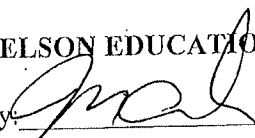
**ETRAFFIC SOLUTIONS INC.**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Assignee

**NELSON EDUCATION LTD.**

By: 

Title: CFO

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