

## 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
7539088 Canada Inc.		04/14/2011	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	MCORE International, Inc.		
Street Address:	601 108th Ave. NE, Suite 800		
City:	Bellevue		
State/Country:	WASHINGTON		
Postal Code:	98004		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3014131	G5 MWM	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
Phone:	2063598000		
Email:	pctrademarks@perkinscoie.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:	Lynne E. Graybeal c/o Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	72097-4000		
NAME OF SUBMITTER:	Lynne E. Graybeal		
Signature:	/Lynne E. Graybeal/		
Date:	02/27/2012		

OP \$40.00 3014131

**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT (“*Assignment*”) is entered into as of April 14, 2011, by 7539088 CANADA INC., a corporation existing under the federal laws of Canada (“*Assignor*”) in favor of MCORE INTERNATIONAL, INC., a corporation incorporated pursuant to the laws of the State of Washington (“*Assignee*”).

WHEREAS, Assignor owns all right, title and interest in and to the United States trademark registrations and applications for registration identified and set forth on Schedule A attached hereto, the foreign trademark registrations and applications for registration identified and set forth on Schedule B attached hereto, and all goodwill associated therewith (collectively, the “*Marks*”);

WHEREAS, Assignor, Assignee and the other parties thereto, are parties to the Arrangement Agreement dated March 12, 2011 (the “*Arrangement Agreement*”);

WHEREAS, pursuant to the Plan of Arrangement (as defined in the Arrangement Agreement) and the Arrangement Agreement, and subject to the terms and conditions of the Plan of Arrangement and the Arrangement Agreement, certain assets of Assignor, including, without limitation, the Marks, shall be transferred and deemed to be transferred by Assignor to Assignee;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, to further effectuate, evidence and record the transfer to Assignee of all right, title and interest in, to and under the Marks in connection with the consummation of the Plan of Arrangement and the transactions contemplated by the Arrangement Agreement, Assignor wishes to execute this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. Assignor hereby irrevocably assigns, transfers, and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any renewals and extensions of the registrations and all corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter arising or in effect, for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present or future infringement, misappropriation, unfair competition, dilution or other conflict with respect to the foregoing, and all rights to recover damages or lost profits in connection therewith, and all rights corresponding thereto throughout the world.

2. Assignor hereby requests the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.
3. Assignor shall provide Assignee, its successors and assigns, and their legal representatives such information, documents and assistance as Assignee or any such other person or entity may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal of any Mark; (2) the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) effectuating and implementing this Assignment.
4. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

ASSIGNOR  
(7539089 CANADA INC.)  
By: \_\_\_\_\_  
Name: TYLER NELSON  
Title: CEO

Acknowledgement:

**MCORE INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in Assignor's name by Assignor's duly authorized officer as of the date first above written.

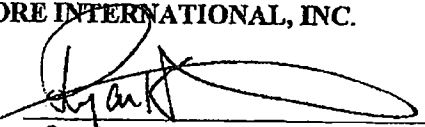
ASSIGNOR

753 9088 CANADA INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledgement:

MCORE INTERNATIONAL, INC.


By:   
Name: Ryan K. Wuerch  
Title: Director

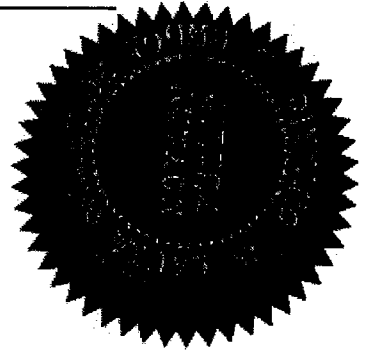
NOTARIAL CERTIFICATE

COUNTRY OF CANADA )  
STATE / PROVINCE OF ONTARIO : ss.:  
CITY/COUNTY OF TORONTO )

I, LAURA YOUNG, the undersigned Notary Public do hereby certify  
that Tyler Nelson, as CEO of  
7539088 Canada Inc., a corporation incorporated pursuant to the federal laws of Canada, who  
signed the foregoing Assignment document, was authorized on the 12<sup>m</sup> day of April, to  
execute the foregoing Assignment document on behalf of Generation 5 Mathematical  
Technologies, Inc., and to me acknowledged that he/she did sign the said document.


(STAMP AND SEAL)

  
\_\_\_\_\_  
Notary Public



**Schedule A**  
**to Trademark Assignment**

**UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>MARK</b>	<b>COUNTRY</b>	<b>STATUS</b>	<b>REG. NO./ REG. DATE</b>
G5 MWM	U.S.	Registered	3014131 11/08/05
BIZFUSION	US	Registered	2,894,789 10/19/04
ADENYO & Design 	U.S.	Pending	77955571 03/10/10