

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>
MEI Computer Technology Group Inc.	FORMERLY also know as Le Groupe Informatique MEI Inc.	10/23/2012	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AFS Group Canada Inc.		
<b>Street Address:</b>	2141 E. Highland Avenue, Suite 100		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85016		
<b>Entity Type:</b>	CORPORATION: QUEBEC		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	4095618	TRADE INSIGHT	
Registration Number:	4095619	TRADEINSIGHT	
Registration Number:	4095620	MEI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	6023826306		
<b>Email:</b>	pdemello@swlaw.com		
<b>Correspondent Name:</b>	Adam J. Stegge, SNELL & WILMER L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>ATTORNEY DOCKET NUMBER:</b>	59346.0014		
<b>NAME OF SUBMITTER:</b>	Adam J. Stegge		

CH \$90.00 4095618

Signature:	/Adam J. Stegge/
Date:	11/06/2012
Total Attachments: 3 source=MEICTG.To.AFSGCI.TMAsgnAgmt.1#page1.tif source=MEICTG.To.AFSGCI.TMAsgnAgmt.1#page2.tif source=MEICTG.To.AFSGCI.TMAsgnAgmt.1#page3.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Agreement"), dated as of October 23, 2012, is made by MEI Computer Technology Group Inc., a Canadian corporation ("Assignor"), for the benefit of AFS Group Canada Inc., a Quebec corporation ("Assignee").

WHEREAS, Assignor owns the trademarks identified in Exhibit A, attached hereto, and owns other transferable rights related thereto;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, of even date herewith, by and among Assignor and Assignee and the other parties thereto (the "Purchase Agreement"), pursuant to which Assignor has agreed to contribute, sell, grant, convey, transfer and assign to Assignee and Assignee has agreed to purchase from Assignor certain of the Purchased Assets (as defined in the Purchase Agreement), which include the trademarks identified in Exhibit A;

WHEREAS, nothing in this Agreement shall modify or otherwise affect any provision of the Purchase Agreement or affect the rights of the parties under the Purchase Agreement, and in the event of any conflict between the provisions of this Agreement and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern and control;

WHEREAS, in accordance with the Purchase Agreement, Assignor has designated its rights to acquire the trademarks identified in Exhibit A to Assignee; and

WHEREAS, Assignor and Assignee further wish to enter into this Agreement for the sole purpose of confirming and memorializing the terms of the Purchase Agreement.

NOW THEREFORE, in consideration of the recitals, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

BE IT KNOWN that for the additional good and valuable consideration paid to Assignor by Assignee pursuant to the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor confirms that it sold, assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby sells, assigns, sets over and transfers unto Assignee, its successors, legal representatives or assigns, the entire right, title and interest in and to the trademarks and trademark applications listed in Exhibit A hereto, including all priority rights under applicable international, multilateral and bilateral treaties and conventions; in and to any other trademarks and trademark applications which claim priority from the trademarks and trademark applications listed in Exhibit A hereto, including but not limited to all counterparts, equivalents, extensions, renewals, reinstatements and restorations of said trademarks and trademark applications; and in and to any and all trademarks obtained on any of the trademark applications listed in Exhibit A hereto; all of the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, legal representatives or assigns, for the full terms for which said trademarks have been or will be granted;

AND ASSIGNOR HEREBY sells, assigns, sets over and transfers unto Assignee and its successors, legal representatives or assigns, the right and power to sue and recover for all past, present and future infringement of said trademarks and trademark applications in the United States and Canada and all other foreign countries, including the right to retain for its own exclusive use and enjoyment all proceeds and other recovery from such infringement suits;

AND ASSIGNOR HEREBY authorizes and requests the United States Patent and Trademark Office, the Canadian Intellectual Property Office, and any other foreign trademark issuing authorities to issue any and all trademarks on said applications to Assignee as sole Assignee.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

ASSIGNOR:

MEI COMPUTER TECHNOLOGY GROUP INC.

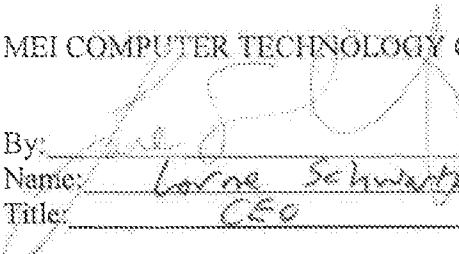
By:   
Name: Lorne Schwartz  
Title: CEO

Exhibit A

Canadian Registered Trademarks

Title	Reg. No.	Owner	Reg. Date
TRADEINSIGHT	TMA807471	Le Groupe Informatique MEI Inc.	9/23/2011
TRADEINSIGHT (and design)	TMA807470	Le Groupe Informatique MEI Inc.	9/23/2011
MEI (and design)	TMA812275	Le Groupe Informatique MEI Inc.	11/21/2011
UNIVERSELL	TMA487378	MEI Computer Technology Group Inc.	12/22/1997

U.S. Registered Trademarks

Title	Reg. No.	Owner	Reg. Date
TRADEINSIGHT	4095619	Le Groupe Informatique MEI Inc.	2/7/2012
TRADEINSIGHT (and design)	4095618	Le Groupe Informatique MEI Inc.	2/7/2012
MEI (and design)	4095620	Le Groupe Informatique MEI Inc.	11/9/2010