

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
AFS Group Canada Inc.		10/23/2012	CORPORATION: QUEBEC

**RECEIVING PARTY DATA**

Name:	AFS MEI USA Holdings, Inc.
Street Address:	2141 E. Highland Avenue, Suite 100
City:	Phoenix
State/Country:	ARIZONA
Postal Code:	85016
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	4095618	TRADE INSIGHT
Registration Number:	4095619	TRADEINSIGHT
Registration Number:	4095620	MEI

**CORRESPONDENCE DATA**

Fax Number: 6023826070  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 6023826306  
 Email: pdemello@swlaw.com  
 Correspondent Name: Adam J. Stegge, SNELL & WILMER L.L.P.  
 Address Line 1: 400 E. Van Buren  
 Address Line 4: Phoenix, ARIZONA 85004-2202

ATTORNEY DOCKET NUMBER:	59346.0014
NAME OF SUBMITTER:	Adam J. Stegge

CH \$90.00 4095618

Signature:	/Adam J. Stegge/
Date:	11/07/2012
Total Attachments: 3 source=AFSGCI.To.AFSMEIUSA.TMAsgnAgmt.2#page1.tif source=AFSGCI.To.AFSMEIUSA.TMAsgnAgmt.2#page2.tif source=AFSGCI.To.AFSMEIUSA.TMAsgnAgmt.2#page3.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

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

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

WHEREAS, Assignor has agreed to contribute, grant, convey, transfer and assign to Assignee and Assignee has agreed to acquire from Assignor the trademarks identified in Exhibit A.

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 Assignor confirms that it assigned, set over and transferred unto Assignee and, to the extent required to confirm such transfer, hereby 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 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.

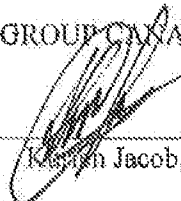
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IN WITNESS WHEREOF, the undersigned have hereunto set their hands having fully read the above and fully understanding the contents and/or provisions thereof.

ASSIGNOR:

AFS GROUP CANADA INC.

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



Keshav Jacob, President

**Exhibit A**

**Canadian Registered Trademarks**

<b>Title</b>	<b>Reg. No.</b>	<b>Owner</b>	<b>Reg. Date</b>
TRADEINSIGHT	TMA807471	AFS Group Canada Inc.	9/23/2011
TRADEINSIGHT (and design)	TMA807470	AFS Group Canada Inc.	9/23/2011
MEI (and design)	TMA812275	AFS Group Canada Inc.	11/21/2011
UNIVERSELL	TMA487378	AFS Group Canada Inc.	12/22/1997

**U.S. Registered Trademarks**

<b>Title</b>	<b>Reg. No.</b>	<b>Owner</b>	<b>Reg. Date</b>
TRADEINSIGHT	4095619	AFS Group Canada Inc.	2/7/2012
TRADEINSIGHT (and design)	4095618	AFS Group Canada Inc.	2/7/2012
MEI (and design)	4095620	AFS Group Canada Inc.	11/9/2010