

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315927

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Memorandum of Agreement assigning entire interest and goodwill		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kenneth Harris		07/27/2009	INDIVIDUAL: CANADA
RECEIVING PARTY DATA			
Name:	4523474 Canada Inc.		
Street Address:	1255 University Street, Suite 1510		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 3X2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4045824	PLUSGRADE	
CORRESPONDENCE DATA			
Fax Number:	6175265000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617-526-6448		
Email:	janey.davidson@wilmerhale.com		
Correspondent Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
ATTORNEY DOCKET NUMBER:	109.149.113		
DOMESTIC REPRESENTATIVE			
Name:	Michael J. Bevilacqua, Esquire		
Address Line 1:	Wilmer Cutler Pickering Hale and DorrLLP		
Address Line 2:	60 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	Michael J. Bevilacqua		
SIGNATURE:	/michael j. bevilacqua/		
DATE SIGNED:	09/03/2014		

OP \$40.00 4045824

Total Attachments: 12

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MEMORANDUM OF AGREEMENT effective the 27th day of July 2009.

BY AND BETWEEN: **KEN HARRIS**, businessman, resident of Canada,
(hereinafter referred to as the “**Vendor**”)

PARTY OF THE FIRST PART

AND: **4523474 CANADA INC.**, a corporation duly incorporated according to the laws of Canada, herein acting and represented by Ken Harris,
(hereinafter referred to as the “**Purchaser**”)

PARTY OF THE SECOND PART

(the Vendor and the Purchaser are sometimes hereinafter collectively referred to as the “**Parties**”)

WHEREAS the Vendor desires to sell, assign and transfer to the Purchaser the assets more particularly described on Schedule A attached hereto (the said assets listed on the attached schedule A are hereinafter referred to collectively as the “**Purchased Assets**”) and the Purchaser desires to accept such sale, assignment and transfer in exchange for the issuance to the Vendor of 1,000,000 class A common shares in the share capital of the Purchaser.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. The preamble hereto and the attached Schedule A and Schedule B shall form part hereof, as if herein set forth at length.
2. As used in this Agreement, the following words and phrases shall have the following meanings:
 - (a) “**Act**” means the *Income Tax Act* (Canada), as amended;
 - (b) “**Agreed Amount**” shall have the meaning assigned thereto in Section 8 hereof;
 - (c) “**Authority**” means the Canada Revenue Agency, the Ministère du Revenu du Québec, or any other taxation authority or a court of competent jurisdiction from which no further appeal may be made if the determination of the Canada Revenue

Agency, the Ministère du Revenu du Québec or such other taxation authority is appealed;

- (d) “**Common Shares**” means the class A common shares in the share capital of the Purchaser;
- (e) “**Cost Amount**” shall have the same meaning as is assigned to such words in the Act. For the purposes of the election under section 518 and following of the *Québec Act* which is contemplated in Section 8 hereof, a reference in Section 2(e) hereof to the Act shall be read as a reference to the relevant and corresponding provisions of the *Québec Act*.
- (f) “**Effective Date**” shall have the meaning assigned thereto in Section 3 hereof;
- (g) “**ETA**” shall have the meaning assigned thereto in section 5 hereof;
- (h) “**Final Determination**” means a final determination by an Authority after all appeal rights with respect to the decision of such Authority have been exhausted, or all time periods for appeals from the decision of such Authority have expired without appeals having been taken or a final determination by an Authority consented to by the Vendor or the Purchaser, as applicable or a determination by the Parties as a result of obtaining further information as to the fair market value of the Purchased Assets;
- (i) “**GST**” shall have the meaning assigned thereto in section 5 hereof;
- (j) “**Parties**” shall have the meaning assigned thereto in the recital hereof;
- (k) “**Purchase Price**” shall have the meaning assigned thereto in Section 4 hereof;
- (l) “**Purchased Assets**” has the meaning assigned thereto in the recital hereof;
- (m) “**Purchaser**” shall have the meaning assigned thereto in the recital hereof;
- (n) “**Québec Act**” means the *Taxation Act* (Québec), as amended;
- (o) “**QST**” shall have the meaning assigned thereto in section 5 hereof;
- (p) “**QSTA**” shall have the meaning assigned thereto in section 5 hereof;
- (q) “**Vendor**” shall have the meaning assigned thereto in the recital hereof.

3. The Vendor hereby sells, assigns and transfers to the Purchaser and the Purchaser hereby purchases from the Vendor, with effect as of and from the date first mentioned herein above

(hereinafter referred to as the “**Effective Date**”), all of the Vendor’s right, title and interest in and to the Purchased Assets.

4. The Vendor and the Purchaser hereby agree to the following with respect to the purchase price (hereinafter referred to as the “**Purchase Price**”) of the Purchased Assets:

- (a) the Purchase Price shall be an amount equal to the fair market value as at the Effective Date of the Purchased Assets, which the Parties agree is US\$375,000, subject to an adjustment in accordance with Section 10 hereof;
- (b) subject to an adjustment in accordance with the terms hereof, the Purchase Price shall be paid and satisfied by the Purchaser by the issuance and allotment to the Vendor of 1,000,000 Common Shares in the share capital of the Purchaser, as fully paid and non-assessable shares;
- (c) the Parties shall determine the allocation of the Purchase Price to each property forming part of the Purchased Assets as soon as reasonably possible and such allocation shall be attached hereto as Schedule B and shall be binding on the Parties; and
- (d) the Purchaser undertakes to credit to the stated capital account being maintained for the Common Shares US\$16,390 in the aggregate, in accordance with subsection 26(3) of the *Canada Business Corporations Act*.

5. The Vendor hereby expressly represents, warrants and guarantees to the Purchaser that:

- (a) the Vendor is the beneficial owner of the Purchased Assets;
- (b) there is no agreement or other instrument binding upon the Vendor that will be violated by the execution and delivery of this Agreement or will prevent the performance or satisfaction by the Vendor of any of the terms and conditions herein contained;
- (c) the Vendor is not a non-resident of Canada for purposes of the Act; and
- (d) the Vendor is a registrant within the meaning of Part IX of the *Excise Tax Act* (Canada) (the “**ETA**”) with respect to the Goods and Services Tax (the “**GST**”) and under Division I of Chapter VIII of the *Québec Sale Tax Act* (Québec) (the “**QSTA**”) with respect to the Québec Sales Tax (“**QST**”) and its registration numbers are as follows: 849 744 826 RT0002 (GST) and 10 5407 1317 TQ0001 (QST), respectively.

6. The Purchaser hereby represents and warrants that:
 - (a) the Purchaser is a corporation duly incorporated and validly subsisting under the laws of Canada;
 - (b) the Purchaser has full corporate power and authority to enter into this Agreement and to consummate, in such capacity, the transactions contemplated hereby; and
 - (c) the Purchaser is a registrant within the meaning of Part IX of the ETA and under Division I of Chapter VIII of the QSTA, and its registration numbers are as follows: 857 529 259 RT0001 (ETA) and 12 1554 5039 TQ0001 (QSTA), respectively.
7. The representations, warranties and guarantees of the Parties contained herein shall survive the execution of this Agreement and shall continue to remain in full force and effect.
8. The Parties undertake and agree to make a joint election in the form and within the time prescribed under subsection 85(1) of the Act and section 518 and following of the Québec Act, in respect of each property forming part of the Purchased Assets and further agree to jointly elect an amount (hereinafter referred to as the “**Agreed Amount**”) in respect of each property forming part of the Purchased Assets under the provisions of subsection 85(1) of the Act and section 518 and following of the Québec Act, so that both the Vendor’s proceeds of disposition and the cost to the Purchaser of each property forming part of the Purchased Assets will equal the Cost Amount of same, subject to an adjustment in accordance with Section 9 hereof. The allocation of the Purchase Price, and the Agreed Amount for each asset transferred is as specified on Schedule B.
9. If, as a consequence of a Final Determination, it is determined that the Cost Amount of any of the Purchased Assets to the Vendor is greater or less than the amount so reflected on Schedule B, the election contemplated in Section 8 hereof shall be deemed to have been made under a condition such that the Agreed Amount elected by the Parties shall be deemed to be increased or decreased accordingly at the discretion of the directors of the Vendor, the whole with effect as at the Effective Date and *nunc pro tunc*. All other adjustments deemed necessary or appropriate to give effect to this Section 9 shall be made by the Parties.
10. The Parties hereby agree that it is their intention that the Purchase Price for the Purchased Assets shall be equal to the aggregate fair market value of the Purchased Assets as at the Effective Date. If, as a consequence of a Final Determination, it is determined that the fair market value of the Purchased Assets is not equivalent to the Purchase Price herein agreed upon, prior to the application of this Section 10, and such Final Determination is relevant to determining the income tax liability of the Vendor for the taxation year of the Vendor in which the present transaction occurs, the Parties agree that the Purchase Price herein stipulated for the sale, assignment and transfer of the Purchased Assets shall be automatically adjusted with effect as at the Effective Date, *nunc pro tunc*, to conform with the fair market value determined pursuant to such Final Determination. The Parties agree to make all adjustments they may deem appropriate in the circumstances to reflect that Final Determination, including, without

limitation, adjustments to the consideration payable by the Purchaser hereunder, the whole with effect as at the Effective Date, *nunc pro tunc*.

11. In addition to the consideration paid by the Purchaser as a result of the transfer of the Purchased Assets by the Vendor, the Purchaser shall pay to the Vendor or to the appropriate Authority within the time limits required by the applicable legislation all goods and services, sales, use, consumption, or transfer or other similar taxes to the extent required by any federal, provincial or local legislation. The Parties hereby undertake and agree to cooperate fully with each other and to make any and all elections available in order that the minimum amount of GST and QST, if any, be payable in connection with the transactions contemplated hereby. The Purchaser hereby agrees to indemnify and hold the Vendor harmless from any and all GST and QST (together with interest and penalties, if any) which may be payable in respect of the transactions contemplated by this Agreement.

12. Each of the Parties shall, from time to time, at the request of the other Party and without further consideration, execute such further instruments of conveyance and take such other actions as the requesting party may reasonably require to convey and transfer the Purchased Assets to the Purchaser. The Parties will furthermore execute and file all such agreements, elections and other documents and do all things necessary to give effect to the present Agreement and the transactions and elections contemplated hereby.

13. This Agreement shall be construed and interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.

14. This Agreement shall enure to the benefit of and be binding upon the Parties, their respective successors, administrators, representatives and assigns.

15. The Parties acknowledge that they have requested and are satisfied that this Agreement and all other documents and notices related thereto be drawn up in English. *Les parties aux présentes reconnaissent qu'elles ont exigé que cette convention et tous les documents et avis y afférent soient rédigés en anglais et s'en déclarent satisfaites.*

16. This Agreement shall be effective as of the Effective Date.

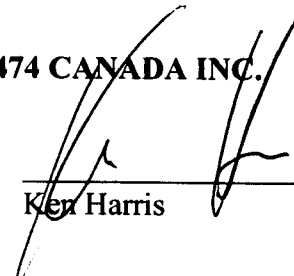
IN WITNESS WHEREOF, the Parties have executed the present Agreement.



KEN HARRIS

4523474 CANADA INC.

Per:



Ken Harris

SCHEDULE A
PURCHASED ASSETS

Domain Name (plusgrade.com; plusgrade.net; plusgrade.org)

Goodwill

Patent (U.S. provisional patent application no. 61\166719)

Trademark (U.S. trademark application for the mark "Plusgrade")

SCHEDULE B

Allocation of Purchase Price

4523474 Canada Inc.

Particulars of property disposed of and consideration received (in US\$)

Description	Property disposed of		Agreed amount	Amount to be reported	Consideration received		Fair market value
	Fair market value	Elected amount limits			Non-share	Share	
Patent	165,000	A 15,000	B 15,000	--	--	1,000,000 class A common shares	165,000
Domain Name	40,000	390	390	--	--		40,000
Trademark	45,000	1,000	1,000	--	--		45,000
Goodwill	125,000	0	0	--	--		125,000

**RESOLUTION OF THE SOLE DIRECTOR
OF
4523474 CANADA INC.
(The "Corporation")**

RESOLVED:

THAT the Memorandum of Agreement (hereinafter referred to as the "Agreement") effective on July 27, 2009 between Ken Harris (hereinafter referred to as the "Vendor") and the Corporation under the terms of which the Corporation acquired from the Vendor the Purchased Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Purchased Assets namely, US\$375,000 and in consideration for which the Corporation issued to the Vendor 1,000,000 class A common shares in the share capital of the Corporation be and it is hereby ratified and confirmed;

THAT the sole director hereby fixes (subject to the terms of the Agreement) the sum of US\$375,000 as the consideration for the issuance of the 1,000,000 class A common shares in the share capital of the Corporation;

THAT the sole director, acting in good faith and in the best interests of the Corporation, hereby determines that the fair market value of the Purchased Assets is not less than the fair equivalent of the money that the Corporation would have received had the 1,000,000 class A common shares in the share capital of the Corporation been issued to the Vendor for money;

THAT, upon receiving from the Vendor the consideration for the issuance of the 1,000,000 class A common shares in the share capital of the Corporation, such shares be issued to the Vendor as fully paid and non-assessable shares in the share capital of the Corporation;

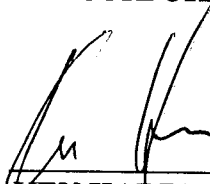
THAT an aggregate sum of US\$16,390 shall be credited to the stated capital account of the class A common shares of the Corporation in accordance with subsection 26(3) of the *Canada Business Corporations Act*;

THAT any director or officer be and he is hereby authorized to issue and deliver to the Vendor the appropriate share certificates representing 1,000,000 class A common shares in the share capital of the Corporation issued to it pursuant to the Agreement;

THAT the Corporation be and it is hereby authorized to make any and all tax elections it deems appropriate in the circumstances including, without limitation, joint elections with the Vendor in the manner and form prescribed under section 85 of the *Income Tax Act* (Canada) and sections 518 and following of the *Taxation Act* (Québec) in respect of the acquisition of the Purchased Assets; and

THAT any director or officer be and he is authorized to execute on behalf of and in the name of the Corporation the aforesaid tax election forms and in his discretion to make amendments thereto, and to execute on behalf of and in the name of the Corporation any deeds, documents or other writings necessary or useful to give full force and effect to the foregoing.

THE FOREGOING RESOLUTION IS HEREBY CONSENTED TO AS EVIDENCED BY THE SIGNATURE OF THE SOLE DIRECTOR OF THE CORPORATION IN ACCORDANCE WITH THE CANADA BUSINESS CORPORATIONS ACT EFFECTIVE JULY 27, 2009.



KEN HARRIS

4523474 CANADA INC.

(The "Corporation")

"NOW THEREFORE BE IT RESOLVED:

THAT the Memorandum of Agreement (hereinafter referred to as the "Agreement") effective on July 27, 2009 between Ken Harris (hereinafter referred to as the "Vendor") and the Corporation under the terms of which the Corporation acquired from the Vendor the Purchased Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Purchased Assets namely, US\$375,000 and in consideration for which the Corporation issued to the Vendor 1,000,000 class A common shares in the share capital of the Corporation be and it is hereby ratified and confirmed;

THAT the sole director hereby fixes (subject to the terms of the Agreement) the sum of US\$375,000 as the consideration for the issuance of the 1,000,000 class A common shares in the share capital of the Corporation;

THAT the sole director, acting in good faith and in the best interests of the Corporation, hereby determines that the fair market value of the Purchased Assets is not less than the fair equivalent of the money that the Corporation would have received had the 1,000,000 class A common shares in the share capital of the Corporation been issued to the Vendor for money;

THAT, upon receiving from the Vendor the consideration for the issuance of the 1,000,000 class A common shares in the share capital of the Corporation, such shares be issued to the Vendor as fully paid and non-assessable shares in the share capital of the Corporation;

THAT an aggregate sum of US\$16,390 shall be credited to the stated capital account of the class A common shares of the Corporation in accordance with subsection 26(3) of the *Canada Business Corporations Act*;

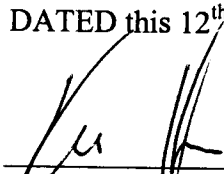
THAT any director or officer be and he is hereby authorized to issue and deliver to the Vendor the appropriate share certificates representing 1,000,000 class A common shares in the share capital of the Corporation issued to it pursuant to the Agreement;

THAT the Corporation be and it is hereby authorized to make any and all tax elections it deems appropriate in the circumstances including, without limitation, joint elections with the Vendor in the manner and form prescribed under section 85 of the *Income Tax Act* (Canada) and sections 518 and following of the *Taxation Act* (Québec) in respect of the acquisition of the Purchased Assets; and

THAT any director or officer be and he is authorized to execute on behalf of and in the name of the Corporation the aforesaid tax election forms and in his discretion to make amendments thereto, and to execute on behalf of and in the name of the Corporation any deeds, documents or other writings necessary or useful to give full force and effect to the foregoing.”

Certified true copy of a resolution consented to by the sole director of 4523474 CANADA INC., which resolution is dated July 27, 2009, and remains unamended and in full force and effect as at the date hereof.

DATED this 12th day of August, 2009.



Ken Harris, President and Secretary