

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM315930

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement assigning entire interest and goodwill		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
4523474 Canada Inc.		07/28/2009	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Plusgrade L.P.		
Street Address:	1255 University Street, Suite 1510		
City:	Montreal, Quebec		
State/Country:	CANADA		
Postal Code:	H3B 3X2		
Entity Type:	LIMITED PARTNERSHIP: 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: 15

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CONTRIBUTION AGREEMENT

MEMORANDUM OF AGREEMENT effective the 28th day of July 2009.

BY AND BETWEEN:

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 "**Contributor**")

AND:

PLUSGRADE S.E.C./PLUSGRADE L.P. LIMITED PARTNERSHIP, a limited partnership duly formed according to laws of the Province of Québec, herein acting through its general partner PLUSGRADE MANAGEMENT G.P. INC., a corporation incorporated under the laws of Canada, herein represented by Ken Harris, duly authorized as he so declares

(hereinafter referred to as the "**Partnership**")

(the Contributor and the Partnership are hereinafter collectively referred to as the "**Parties**")

WHEREAS the Contributor and Plusgrade Management G.P. Inc. (hereinafter referred to as the "**GP**") have executed a partnership agreement on the 28th day of July 2009 (the "**Partnership Agreement**").

WHEREAS the Contributor wishes to contribute, assign and transfer to the Partnership 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 "**Contributed Assets**") in accordance with the terms of the Partnership Agreement and the Partnership desires to accept such contribution, assignment and transfer in exchange for the issuance to the Contributor of 10,000 L.P. Units (as hereinafter defined) of the Purchaser; and

NOW THEREFORE, THIS AGREEMENT WITNESSES THAT, in accordance with 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 and integral part of these presents as if set forth herein 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 ascribed 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) “**Contributed Amount**” shall have the meaning assigned thereto in Section 5 hereof;
 - (e) “**Contributed Assets**” shall have the meaning assigned thereto in the recital hereof;
 - (f) “**Contributor**” shall have the meaning assigned thereto in the recital hereof;
 - (g) “**Cost Amount**” shall have the meaning ascribed to such expression in the Act or the Québec Act, as the case may be;
 - (h) “**Effective Date**” means the 28th day of July 2009;
 - (i) “**ETA**” shall have the meaning assigned thereto in section 5 hereof;
 - (j) “**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 Contributor 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 Shares;
 - (k) “**GP**” shall have the meaning assigned thereto in the recital hereof;
 - (l) “**GST**” shall have the meaning assigned thereto in section 5 hereof;
 - (m) “**L.P. Units**” means the units of the Partnership owned by limited partners of the Partnership and more fully described in the Partnership Agreement;
 - (n) “**Parties**” shall have the meaning assigned thereto in the recital hereof;

- (o) “**Partnership Agreement**” shall have the meaning assigned thereto in the recital hereof;
 - (p) “**Partnership**” shall have the meaning assigned thereto in the recital hereof;
 - (q) “**Québec Act**” means the *Taxation Act* (Québec), as amended;
 - (r) “**QST**” shall have the meaning assigned thereto in section 5 hereof;
 - (s) “**QSTA**” shall have the meaning assigned thereto in section 5 hereof.
3. The Contributor hereby contributes, transfers and assigns unto the Partnership, hereto accepting, the Contributed Assets.
4. In consideration of the contribution of the Contributed Assets, the Partnership hereby (a) confirms that the Contributor has fulfilled its commitment pursuant to the Partnership Agreement to contribute the Contributed Assets to the Partnership; and (b) undertakes to issue 10,000 L.P. Units to the Contributor.
5. The Parties agree that the aggregate amount contributed to the Partnership as a result of the transfer of the Contributed Assets (hereinafter referred to as the “**Contributed Amount**”) shall be the aggregate fair market value of the Contributed Assets as of the Effective Date, which the Parties agree is the aggregate amount of US\$375,000. The allocation of the Contributed Amount to each property forming part of the Contributed Assets shall be made in accordance with the attached Schedule B and such allocation shall be binding on the Parties.
6. The Contributor hereby represents and warrants that:
- (a) the Contributor beneficially owns the Contributed Assets, free and clear of any claim, lien, charge or encumbrance whatsoever;
 - (b) the Contributor has full right, authority and capacity to enter into this Agreement;
 - (c) there is no agreement or other instrument binding upon the Contributor that will be violated by the execution and delivery of this agreement or will prevent the performance or satisfaction by the Contributor of any of the terms and conditions herein contained;
 - (d) the Contributor 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: 857 529 259 RT0001 (GST) and 12 1554 5039 TQ0001 (QST), respectively; and
 - (e) the Contributor is not a non-resident of Canada within the meaning of the Act.

7. The Partnership hereby represents and warrants that:
 - (a) the Partnership is a partnership duly formed and validly subsisting under the laws of the Province of Québec;
 - (b) the GP has full corporate power and authority to enter into this agreement, as general partner of the Partnership, and to consummate, in such capacity, the transactions contemplated hereby; and
 - (c) the Partnership 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: 854 264 256 RT0001 (ETA) and 12 1556 2502 TQ0001 (QSTA), respectively.
8. The representations, warranties and guaranties of the Parties contained herein shall survive the execution of this agreement and continue to be in full force and effect.
9. The Parties hereby undertake and agree to make a joint election in the form and within the time prescribed under subsection 97(2) of the Act and section 614 of the Québec Act in respect of each property forming part of the Contributed Assets and furthermore agree to jointly elect an amount (hereinafter referred to as the “**Agreed Amount**”) in respect of each property forming part of the Contributed Assets under subsection 97(2) of the Act and section 614 of the Québec Act so that the proceeds of disposition to the Contributor and the cost to the Partnership of each property forming part of the Contributed Assets will equal the Cost Amount to the Contributor of same, subject to an adjustment in accordance with paragraph 10 hereof. The allocation of the consideration, and the Agreed Amount for each asset transferred is as specified on Schedule B.
10. If, as a consequence of a Final Determination, it is determined that the Cost Amount of any of the Contributed Assets to the Contributor is greater or less than the amount so reflected on Schedule B, the election contemplated in Section 9 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 Contributor, 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 10 shall be made by the Parties.
11. The Parties hereby agree that it is their intention that the Contributed Amount for the Contributed Assets shall be equal to the aggregate fair market value of the Contributed Assets as at the Effective Date. If, as a consequence of a Final Determination, it is determined that the fair market value of the Contributed Assets is not equivalent to the Contributed Amount herein agreed upon, prior to the application of this Section 11, and such Final Determination is relevant to determining the income tax liability of the Contributor for the taxation year of the Contributor in which the present transaction occurs, the Parties agree that the Contributed Amount herein stipulated for the sale, assignment and transfer of the Contributed Assets shall be automatically adjusted with effect as at the Effective Date, *nunc pro tunc*, to conform with the fair market value

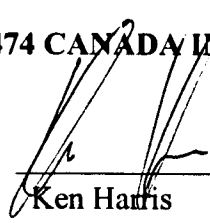
determined pursuant to such Final Determination. The Parties agree to make all adjustments they may deem appropriate in the circumstances to reflect that Final Determination, including, without limitation, adjustments to the consideration payable by the Partnership hereunder, the whole with effect as at the Effective Date, *nunc pro tunc*.

12. In addition to the consideration paid by the Partnership as a result of the contribution of the Contributed Assets by the Contributor, the Partnership shall pay to the Contributor 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 Partnership hereby agrees to indemnify and hold the Contributor 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.
13. The Parties agree to execute and file all such agreements, elections and other documents as may be necessary or advisable in order that the transactions described herein shall be completed on a tax-deferred basis in accordance with the relevant acts, including, without limitation, the rules set out in subsection 97(2) of the Act and section 614 and following of the Québec Act.
14. This agreement shall be construed and interpreted in accordance with the laws of the Province of Québec and the laws of Canada applicable therein.
15. This agreement may be executed in any number of counterparts. Any single counterpart or set of counterparts signed, in either case by the Parties, shall constitute a full and original agreement for all purposes.
16. This agreement shall enure to the benefit of and be binding upon the Parties, their respective successors, administrators, representatives and assigns.
17. 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 afférents soient rédigés en anglais et s'en déclarent satisfaites.*
18. This agreement shall be effective as of the Effective Date.

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

4523474 CANADA INC.

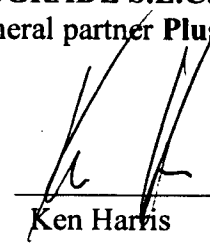
Per:



Ken Harris

PLUSGRADE S.E.C./PLUSGRADE L.P., by
its general partner **Plusgrade Management G.P.
Inc.**

Per:



Ken Harris

SCHEDULE A

Contributed 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 Contributed Amount

Plusgrade L.P.

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

Description	Property disposed of		Agreed amount	Amount to be reported	Consideration received		
	Elected amount limits				Non-unit	Unit	Fair market value
	Fair market value	A					
Patent	165,000	15,000	B 15,000	--	--	10,000 L.P. Units 165,000	
Domain Name	40,000	390	B 390	--	--	40,000	
Trademark	45,000	1,000	B 1,000	--	--	45,000	
Goodwill	125,000	0	B 0	--	--	125,000	

Mt#: 1708051.1

**RESOLUTION OF THE SOLE DIRECTOR
OF
PLUSGRADE MANAGEMENT G.P. INC.
(the "Corporation")**

RESOLVED:

THAT the Corporation be and it is hereby authorized to enter into, execute and deliver that certain memorandum of agreement (hereinafter referred to as the "**Agreement**") made as of July 28, 2009 between 4523474 Canada Inc. (hereinafter referred to as the "**Contributor**") and Plusgrade S.E.C./Plusgrade L.P. (hereinafter referred to as the "**Partnership**"), represented by its general partner, the Corporation, under the terms of which the Partnership acquired from the Contributor the Contributed Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Contributed Assets, namely US\$375,000, and in consideration for which the Partnership issued to the Contributor 10,000 L.P. Units (as defined in the Agreement), the whole under the terms and subject to the conditions set out in the Agreement;

THAT pursuant to the Agreement, the Corporation, in its capacity as general partner of the Partnership and acting for and on behalf of the Partnership and not for itself personally, hereby:

Fixes (subject to the terms of the Agreement) an amount equal to the fair market value of the Contributed Assets, namely US\$375,000, as the consideration for the issuance of the 10,000 L.P. Units of the Partnership, such consideration being payable to the Partnership by the transfer of the Contributed Assets;

Acting in good faith and in the best interests of the Partnership, hereby determines that the fair market value of the Contributed Assets is not less than the fair equivalent of the money that the Partnership would have received had the said 10,000 L.P. Units of the Partnership been issued for money;


Determines that the Partnership having received the consideration for the issuance of such 10,000 L.P. Units of the Partnership, such units shall be issued as fully paid and non-assessable units of the Partnership;

Determines that the Partnership be and it is hereby authorized to make a joint election with the Contributor in the manner and form prescribed under Subsection 97(2) of the *Income Tax Act* (Canada) and Section 614 and following of the *Taxation Act* (Québec) in respect of the acquisition of the Contributed Assets;

THAT any director or officer of the Corporation, acting alone, be and he is hereby authorized to issue and deliver to the Contributor the appropriate certificate representing the L.P. Units issued pursuant to the Agreement; and

THAT any director or officer of the Corporation acting alone be and he is hereby authorized to execute on behalf and in the name of the Corporation, in its capacity as general partner of the Partnership, the Agreement and the aforesaid tax election forms and in his discretion to make amendments thereto, and to execute any deeds, documents or other writings necessary or useful to give effect to this resolution and the Agreement.

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 ON THE 28th DAY OF JULY 2009.



KEN HARRIS

PLUSGRADE MANAGEMENT G.P. INC.
(the “**Corporation**”)

“NOW THEREFORE BE IT RESOLVED:

THAT the Corporation be and it is hereby authorized to enter into, execute and deliver that certain memorandum of agreement (hereinafter referred to as the “**Agreement**”) made as of July 28, 2009 between 4523474 Canada Inc. (hereinafter referred to as the “**Contributor**”) and Plusgrade S.E.C./Plusgrade L.P. (hereinafter referred to as the “**Partnership**”), represented by its general partner, the Corporation, under the terms of which the Partnership acquired from the Contributor the Contributed Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Contributed Assets, namely US\$375,000, and in consideration for which the Partnership issued to the Contributor 10,000 L.P. Units (as defined in the Agreement), the whole under the terms and subject to the conditions set out in the Agreement;

THAT pursuant to the Agreement, the Corporation, in its capacity as general partner of the Partnership and acting for and on behalf of the Partnership and not for itself personally, hereby:

Fixes (subject to the terms of the Agreement) an amount equal to the fair market value of the Contributed Assets, namely US\$375,000, as the consideration for the issuance of the 10,000 L.P. Units of the Partnership, such consideration being payable to the Partnership by the transfer of the Contributed Assets;

Acting in good faith and in the best interests of the Partnership, hereby determines that the fair market value of the Contributed Assets is not less than the fair equivalent of the money that the Partnership would have received had the said 10,000 L.P. Units of the Partnership been issued for money;

Determines that the Partnership having received the consideration for the issuance of such 10,000 L.P. Units of the Partnership, such units shall be issued as fully paid and non-assessable units of the Partnership;

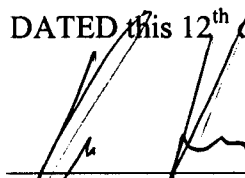
Determines that the Partnership be and it is hereby authorized to make a joint election with the Contributor in the manner and form prescribed under Subsection 97(2) of the *Income Tax Act* (Canada) and Section 614 and following of the *Taxation Act* (Québec) in respect of the acquisition of the Contributed Assets;

THAT any director or officer of the Corporation, acting alone, be and he is hereby authorized to issue and deliver to the Contributor the appropriate certificate representing the L.P. Units issued pursuant to the Agreement; and

THAT any director or officer of the Corporation acting alone be and he is hereby authorized to execute on behalf and in the name of the Corporation, in its capacity as general partner of the Partnership, the Agreement and the aforesaid tax election forms and in his discretion to make amendments thereto, and to execute any deeds, documents or other writings necessary or useful to give effect to this resolution and the Agreement.”

Certified true copy of a resolution consented to by the sole director of PLUSGRADE MANAGEMENT G.P. INC., which resolution is dated July 28, 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

RESOLUTION OF THE SHAREHOLDERS

OF

4523474 CANADA INC.

(the "Corporation")

RESOLVED:

THAT the Corporation be and it is hereby authorized to enter into, execute and deliver that certain Agreement (hereinafter referred to as the "**Agreement**") effective on July 28, 2009 between the Corporation and Plusgrade L.P. (the "**Partnership**"), under the terms of which the Corporation transferred to the Partnership the Contributed Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Contributed Assets, namely US\$375,000, and in consideration for which the Partnership issued to the Corporation 10,000 L.P. Units (as defined in the Agreement) of the Partnership, the whole under the terms and subject to the conditions set out in the Agreement;

THAT the Corporation be and it is hereby authorized to elect in the manner and form prescribed under Subsection 97(2) of the *Income Tax Act* (Canada) and Section 614 and following of the *Taxation Act* (Québec) in respect of the disposition of the Contributed Assets; and

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

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE SHAREHOLDERS OF THE CORPORATION IN ACCORDANCE WITH THE CANADA BUSINESS CORPORATIONS ACT EFFECTIVE ON THE 28th DAY OF JULY 2009.



PAUL HARRIS



KEN HARRIS

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

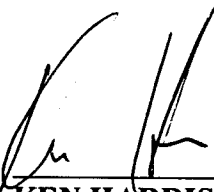
RESOLVED:

THAT the Corporation be and it is hereby authorized to enter into, execute and deliver that certain Agreement (hereinafter referred to as the "Agreement") effective on July 28, 2009 between the Corporation and Plusgrade L.P. (the "Partnership"), under the terms of which the Corporation transferred to the Partnership the Contributed Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Contributed Assets, namely US\$375,000, and in consideration for which the Partnership issued to the Corporation 10,000 L.P. Units (as defined in the Agreement) of the Partnership, the whole under the terms and subject to the conditions set out in the Agreement;

THAT the Corporation be and it is hereby authorized to elect in the manner and form prescribed under Subsection 97(2) of the *Income Tax Act* (Canada) and Section 614 and following of the *Taxation Act* (Québec) in respect of the disposition of the Contributed Assets; and

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

THE FOREGOING RESOLUTION IS HEREBY ADOPTED BY THE SOLE DIRECTOR OF THE CORPORATION IN ACCORDANCE WITH THE CANADA BUSINESS CORPORATIONS ACT EFFECTIVE ON THE 28th DAY OF JULY 2009.



KEN HARRIS

4523474 CANADA INC.
(the "Corporation")

"NOW THEREFORE BE IT RESOLVED:

THAT the Corporation be and it is hereby authorized to enter into, execute and deliver that certain Agreement (hereinafter referred to as the "**Agreement**") effective on July 28, 2009 between the Corporation and Plusgrade L.P. (the "**Partnership**"), under the terms of which the Corporation transferred to the Partnership the Contributed Assets (as defined in the Agreement) for a purchase price equal to the aggregate fair market value of the Contributed Assets, namely US\$375,000, and in consideration for which the Partnership issued to the Corporation 10,000 L.P. Units (as defined in the Agreement) of the Partnership, the whole under the terms and subject to the conditions set out in the Agreement;

THAT the Corporation be and it is hereby authorized to elect in the manner and form prescribed under Subsection 97(2) of the *Income Tax Act* (Canada) and Section 614 and following of the *Taxation Act* (Québec) in respect of the disposition of the Contributed Assets; and

THAT any director or officer of the Corporation, acting alone, be and he is hereby authorized to execute on behalf and in the name of the Corporation the Agreement and the aforesaid tax election forms and in his discretion to make amendments thereto, and to execute 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 28, 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