

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM318965

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webtech Dezine Inc.		07/01/2014	CORPORATION:
RECEIVING PARTY DATA			
Name:	Lone Wolf Real Estate Technologies Inc.		
Street Address:	231 Shearson Crescent, Suite 310		
City:	Cambridge, Ontario		
State/Country:	CANADA		
Postal Code:	N1T1J5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3550515	MONEY MAKER	
CORRESPONDENCE DATA			
Fax Number:	4165958695		
<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:	416.596.2132		
Email:	egierczak@millertomson.com		
Correspondent Name:	Eugene Gierczak		
Address Line 1:	40 King Street West, Suite 5800		
Address Line 4:	Toronto, CANADA M5H3S1		
ATTORNEY DOCKET NUMBER:	056197.0002		
NAME OF SUBMITTER:	Eugene J.A. Gierczak		
SIGNATURE:	/EJAG/		
DATE SIGNED:	10/03/2014		
Total Attachments: 16			
source=assignment_filed_10_03_2014#page1.tif			
source=assignment_filed_10_03_2014#page2.tif			
source=assignment_filed_10_03_2014#page3.tif			
source=assignment_filed_10_03_2014#page4.tif			
source=assignment_filed_10_03_2014#page5.tif			
source=assignment_filed_10_03_2014#page6.tif			

OP \$40.00 3550515

TRADEMARK

source=assignment_filed_10_03_2014#page7.tif
source=assignment_filed_10_03_2014#page8.tif
source=assignment_filed_10_03_2014#page9.tif
source=assignment_filed_10_03_2014#page10.tif
source=assignment_filed_10_03_2014#page11.tif
source=assignment_filed_10_03_2014#page12.tif
source=assignment_filed_10_03_2014#page13.tif
source=assignment_filed_10_03_2014#page14.tif
source=assignment_filed_10_03_2014#page15.tif
source=assignment_filed_10_03_2014#page16.tif



Agreement of Purchase and Sale

THIS AGREEMENT OF PURCHASE AND SALE entered into on July 1, 2014 by and among WebTech Dezine Inc. (WebTech), an Ontario corporation, Real Pro Success Inc. (Real Pro), an Ontario corporation, and e2000 Training Institute Inc., an Ontario Corporation, (collectively "Seller"), and Lone Wolf Real Estate Technologies Inc., an Ontario corporation ("Buyer"). Seller and Buyer are collectively referred to herein as the "Parties."

WHEREAS, Seller wishes to sell, and Buyer wishes to purchase, certain assets of Seller on the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made and in consideration of the representations, warranties and covenants herein contained, the Parties agree as follows.

Section 1. Definitions.

"*Acquired Assets*" has the meaning set forth in Section 2(a).

"*Acquired Technology*" has the meaning set forth in Section 3(f).

"*Affiliate*" with respect to any Person, means any other Person that controls, is controlled by, or is under common control with such Person. "Control" means ownership of at least 50% of the equity interest, or the contractual power or right to direct the management and affairs, of a Person.

"*Assumed Liabilities*" means the meaning set forth in Section 2(c) hereof.

"*Buyer*" has the meaning set forth in the preface above.

"*Closing*" has the meaning set forth in Section 2(g) hereof.

"*Closing Date*" has the meaning set forth in Section 2(g) hereof.

"*Disclosure Schedule*" has the meaning set forth in Section 3 hereof.

"*Employment Contract*" has the meaning set forth in Section 2(j) hereof.

"*Excluded Assets*" has the meaning set forth in Section 2(b).

"*Excluded Liabilities*" has the meaning set forth in Section 2(d) hereof.

"*Indemnified Party*" has the meaning set forth in Section 6(d) hereof.

"*Indemnifying Party*" has the meaning set forth in Section 6(d) hereof.

"*Knowledge*" means actual knowledge of Gabrielle Jeans.

"*Losses*" means all actions, suits, proceedings, charges, complaints, claims and demands, judgments, orders, decrees, rulings, damages, penalties, costs, amounts paid in settlement, liabilities, obligations, taxes, liens, losses, expenses and fees, including court costs and reasonable attorneys' fees and expenses.

"*Party*" has the meaning set forth in the preface above.

"*Person*" means an individual, a partnership, a corporation, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or a governmental entity (or any department, agency or political subdivision thereof).

"*Security Interest*" means any mortgage, pledge, lien, encumbrance, charge or other security interest or restriction on transfer.

"*Seller*" has the meaning set forth in the preface above.

"*Third Party Claim*" has the meaning set forth in Section 6(d) hereof.

Section 2. Basic Transaction.

(a) *Purchase and Sale of Assets.* On and subject to the terms and conditions of this Agreement, for the aggregate consideration specified below in this Section 2, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to Buyer, all right, title and interest of Seller in and to all of the following assets, other than the Excluded Assets (the "Acquired Assets"):

(i) source code to all Seller's software products listed in Section 3(f) of the Disclosure Schedules and user manuals and documentation associated therewith (the "Acquired Product");

(ii) the domain names and technology for the web sites listed in Section 3(f) of the Disclosure Schedules;

(iii) the trade names, trademarks and service marks listed in Section 3(f) of the Disclosure Schedules;

(iv) telephone numbers utilized in the Seller's business, to the extent transferrable;

(v) rights under the agreements, contracts, leases and licenses listed in Section 3(h) of the Disclosure Schedules (the "Acquired Agreements");

(vi) the client list relating to the Acquired Product currently on record of all users (excluding any credit card information) of the Acquired Product;

provided, that Buyer may use such client list and information in connection with the marketing and sale of its products and services to such clients and customers after the Closing; and

(vii) tangible personal property listed in Section 3(e) of the Disclosure Schedule.

(b) *Excluded Assets.* Notwithstanding anything contained in Section 2(a) to the contrary, the term "Acquired Assets" shall expressly exclude the following assets of Seller, all of which shall be retained by Seller (collectively, the "Excluded Assets"):

(i) any intellectual property or technology of Seller, other than as listed in Section 3(f) of the Disclosure Schedule;

(ii) any interest in or right to any refund of taxes relating to any taxable period (or portion thereof) ending on or prior to the Closing Date; and

(iii) any cash and any notes and accounts receivable of Seller related to the sale or licensing of the Acquired Product.

(c) *Assumption of Liabilities.* On the terms and subject to the conditions set forth in this Agreement, Buyer agrees to assume and pay, perform and discharge the liabilities and obligations of Seller under the Acquired Agreements arising from and after the Closing Date (the "Assumed Liabilities").

(d) *Excluded Liabilities.* Buyer will not assume or have any responsibility with respect to any liability or obligation of Seller not specifically included within the definition of Assumed Liabilities (such liabilities and obligations not being assumed being herein called the "Excluded Liabilities").

(e) *Purchase Price.* Buyer agrees to pay to Seller at the Closing \$1,050,000 by delivery of cash payable by wire transfer or delivery of other immediately available funds (the "Purchase Price").

(f) *Allocations.* The following adjustments will be made based upon the Closing Date. The net adjustment amount to be reimbursed to the appropriate Party within 15 days of Closing.

(i) Prepaid fees and deferred revenue will be allocated as follows with respect to periods beginning before the Closing Date and ending after the Closing Date:

(A) For Seller's customers paying annually in advance, the portion of their collected fee that covers support for the period from the Closing Date to the expiry of such customer's advance payment will be paid to Buyer.

(B) For Seller's customers paying monthly in advance, the

portion of their collected fee that covers support for the period from the Closing Date to the end of the month of such customer's advance payment will be paid to Buyer.

(C) For Seller's customers paying annually in arrears, the portion of their fee when received that covers support from the commencement of such customer's annual service period to the Closing Date will be paid to Seller.

(D) For Seller's customers paying monthly in arrears, the portion of their fee when received that covers support from the commencement of such customer's monthly service period to the Closing Date will be paid to Seller.

(ii) Operating expenses will be allocated as follows with respect to periods beginning before the Closing Date and ending after the Closing Date:

(A) Portion of operating expenses that relate to the period from the Closing Date to the end of period the expense covers that have been paid by Buyer will be reimbursed to Buyer. Portion of operating expenses that relate to the commencement period to the Closing Date that have been paid by Buyer will be reimbursed to Buyer. Such expenses to include items like rent, utilities, phone lines, etc.

(B) Portion of salaries due at the Closing Date but paid by Buyer on the first payroll following the closing date will be reimbursed to Buyer.

(g) *The Closing.* The closing of the transactions contemplated by this Agreement (the "Closing") shall take place at a mutually agreeable location commencing at 12:01 a.m. local time on the date hereof (the "Closing Date").

(h) *Deliveries at the Closing.* At the Closing:

(i) Seller will execute and deliver to Buyer assignment and assumption agreements (the "Assignment and Assumption Agreements") in the form and substance satisfactory to Buyer and Seller, and such other instruments of sale, transfer, conveyance and assignment as Buyer reasonably may request;

(ii) Buyer will execute and deliver to Seller the Assignment and Assumption Agreements and such other instruments of assumption as Seller reasonably may request; and

(iii) Buyer will deliver to Seller the Initial Payment specified in Section 2(e) above.

(i) *Third Party Consents.* Nothing in this Agreement nor the consummation of the transactions contemplated hereby shall be construed as an attempt or agreement to assign any contract included in the Acquired Assets which by its terms or by law is nonassignable without the consent, approval or authorization of a third party or is cancelable by a third party in the event of an assignment or purported assignment ("Non-assignable Assets") unless and until such consent, approval or authorization shall have been obtained. After the Closing Seller shall use its commercially reasonable efforts to assist Buyer in obtaining at the earliest practical date all required consents under the Non-assignable Assets; provided, that Seller shall be required to pay any money or make any concession to any third party. To the extent permitted by applicable law, in the event consent, approval or authorization to the assignment thereof has not been obtained, such Non-assignable Assets shall be held, as of and from the Closing Date, by the Seller in trust for Purchaser and the covenants and obligations thereunder shall be performed by Purchaser in Seller's name, and all benefits and obligations existing thereunder shall be for Purchaser's account. To the extent permitted by Law, Seller shall take or cause to be taken at Purchaser's expense such actions in its name or otherwise as Purchaser may reasonably request so as to provide Purchaser with the benefits of the Non-assignable Assets and to effect collection of money or other consideration that becomes due and payable under the Non-assignable Assets, and Seller shall promptly pay over to Purchaser all money or other consideration received by it after the Closing Date in respect of all Non-assignable Assets. As of and from the Closing Date, Seller authorizes Purchaser, to the extent permitted by applicable law and the terms of the Non-assignable Assets, at Purchaser's expense, to perform all the obligations and receive all the benefits of Seller under the Non-assignable Assets and appoints Purchaser its attorney-in-fact to act in its name on its behalf with respect thereto.

(j) *Employment Agreement.* The Buyer and Seller will enter into an Employment Agreement for the services of Gabrielle Jeans for a period of three (3) years, and the term of such employment agreement may be renewed with the consent of the Buyer and Ms. Jeans.

Section 3. Representations and Warranties of Seller. Seller represents and warrants to Buyer that the statements contained in this Section 3 are correct and complete as of the date of this Agreement, except as set forth in the disclosure schedule accompanying this Agreement (the "Disclosure Schedule").

(a) *Organization of Seller.* Seller is a corporation duly organized, validly existing and in good standing under the laws of the Province of Ontario.

(b) *Authorization of Transaction.* Seller has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Seller, enforceable in accordance with its terms and conditions.

(c) *Non-contravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree,

ruling, charge or other restriction of any government, governmental agency or court to which Seller is subject or any provision of the certificate of formation or operating agreement of Seller, or (ii) conflict with, result in a breach of, constitute a default under, or require any notice or consent under any agreement, contract, lease or license to which Seller is a party or by which it is bound or to which any of the Acquired Assets is subject (or result in the imposition of any Security Interest upon any of the Acquired Assets). Seller does not need to give any notice, make any filing with or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(d) *Brokers' Fees.* Seller has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Buyer could become liable or obligated.

(e) *Title to Assets.* Seller has good and marketable title to all of the Acquired Assets, free and clear of any Security Interest or restriction on transfer. Section 3(e) of the Disclosure Schedule lists all of the material tangible personal property included in the Acquired Assets.

(f) *Intellectual Property.* Section 3(f) of the Disclosure Schedule lists, as of the date hereof all, Seller's software products, domain names, web sites, technology, trade names, trademarks, service marks and telephone numbers included in the Acquired Assets (the "Acquired Technology"). The Acquired Technology (except for Third Party Software) is owned exclusively by Seller, to the Knowledge of Seller, does not infringe upon or violate any intellectual property rights of any third party and is free and clear of all Security Interests. The Seller's software products included in the Acquired Technology process date information correctly in all material respects.

(g) *Tangible Assets.* The tangible assets included in the Acquired Assets are free from material defects, have been maintained in accordance with normal industry practice, are in good operating condition and repair (subject to normal wear and tear) and are suitable for the purposes for which they presently are used. The Acquired Assets constitute substantially all of the computer equipment used by Seller in the conduct of the Seller's business on the Closing Date.

(h) *Contracts.*

(i) Section 3(h) of the Disclosure Schedule lists: (A) all written licenses to which Seller is a party and pursuant to which any Person is authorized or licensed to use the Acquired Product; (B) all licenses to which Seller is a party and pursuant to which Seller, as licensee, acquired any rights to any software that is incorporated in or an essential component of the Acquired Product ("Third Party Software"), (C) all marketing agreements and distributor and sales agent agreements for the direct or indirect marketing of the Acquired Product, (D) all real estate leases pursuant to which Seller leases property exclusively for use in the Seller's business and (E) any other agreements which the Seller shall make best efforts to assign to the Buyer upon closing.

(ii) With respect to each agreement referred to in this Section 3(h) of the Disclosure Schedule: (i) the agreement is legal, valid, binding, enforceable and in full force and effect; and (ii) no party is in breach or default or asserted any notice of default, and no event has occurred which with notice or lapse of time would constitute a breach or default or permit termination, modification or acceleration, under the agreement. The Seller makes no warranty that the Acquired Agreements can be assigned, simply that it will make best efforts to assign them. The lease of 3725 square feet of the second floor of the property known municipally as 3465 Semenyk Court, Mississauga, Ontario ("Lease") to Webtech and e2000 from 1512944 Ontario Inc. ("Landlord") is currently month-to-month. The Seller makes no warranty that the Lease may be assigned to the Buyer, and has not sought or obtained consent to such assignment from the Landlord.

(i) *Litigation.* Seller (i) is not subject to any outstanding injunction, judgment, order, decree, ruling or charge with respect to the marketing, development, sale or licensing of the Acquired Product, or (ii) is a party or, to the Knowledge of Seller, is threatened to be made a party to any action, suit, proceeding, hearing or investigation of, in or before any court or administrative agency of any federal, state or local jurisdiction or before any arbitrator with respect to the marketing, development, sale or licensing of the Acquired Product.

(j) *Taxes.*

(i) All tax returns that are or were required to be filed by Seller with respect to the marketing, sale, licensing and support of the Acquired Product have been filed on a timely basis (taking into account all extensions of due dates) in accordance with applicable law.

(ii) All tax returns referred to in clause (i) are true and complete in all material respects, and all material amounts of taxes due for the periods covered by such tax returns have been paid in full. To the Knowledge of Seller, there is no material dispute or claim concerning any tax liability of Seller claimed or raised by any taxing authority in writing with respect to the marketing, sale, licensing or support of the Acquired Product.

(k) *No Other Representations.* EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 3, THE ACQUIRED ASSETS ARE SOLD TO BUYER "AS IS" AND "WITH ALL FAULTS" WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED BY SELLER.

Section 4. Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the statements contained in this Section 4 are correct and complete as of the date of this Agreement.

(a) *Organization of Buyer.* Buyer is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation.

(b) *Authorization of Transaction.* Buyer has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement constitutes the valid and legally binding obligation of Buyer, enforceable in accordance with its terms and conditions.

(c) *Non-contravention.* Neither the execution and the delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will (i) violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge or other restriction of any government, governmental agency or court to which Buyer is subject or any provision of the certificate of incorporation or bylaws of Buyer, or (ii) conflict with, result in a breach of, constitute a default under, or require any notice or consent under any agreement, contract, lease or license to which Buyer is a party or by which it is bound. Buyer does not need to give any notice, make any filing with or obtain any authorization, consent or approval of any government or governmental agency in order for the Parties to consummate the transactions contemplated by this Agreement.

(d) *Brokers' Fees.* Buyer has no liability or obligation to pay any fees or commissions to any broker, finder or agent with respect to the transactions contemplated by this Agreement for which Seller could become liable or obligated.

(e) *Bulk Sales Act.* Buyer waives any requirement for the Seller to provide proof of compliance with the Bulk Sales Act.

Section 5. Covenants. The Parties agree as follows with respect to the period following the Closing.

(a) *General.* In case at any time after the Closing any further action is necessary or desirable to carry out the purposes of this Agreement, each of the Parties will take such further action as the other Party reasonably may request, all the sole cost and expense of the requesting Party (unless the requesting Party is entitled to indemnification therefor under Section 6 hereof).

(b) *Transferred Employees.*

(i) As of the close of business on June 30, 2014, Seller shall terminate and Buyer shall offer continued employment to those employees of Seller listed in Schedule 5(b) hereof. Any such person who accepts Buyer's offer of employment shall be referred to as a "Transferred Employee." Seller shall pay the Transferred Employees all accrued wages, vacation pay and other amounts accrued and payable as of the Closing Date in accordance with Seller's normal payroll practices. All Transferred Employees shall be employees of Buyer following the Closing. Buyer warrants that it shall assume liability for any notice of termination or pay in lieu of such notice required for those employees listed in Schedule 5(b) hereof. Each Transferred Employee's eligibility to participate in Buyer's

vacation, group insurance and other welfare benefit plans (the "Benefit Plans") shall be determined only in accordance with the provisions of such plans, subject to the provisions of this Section 5(b). Buyer agrees, with respect to the Transferred Employees hired by Buyer, to (i) waive any preexisting conditions, waiting periods and actively at work requirements under such plans, and (ii) cause such plans to honor any expenses incurred by the Transferred Employees and their beneficiaries under similar plans of Seller for purposes of satisfying applicable deductible, co-insurance and maximum out-of-pocket expenses. Buyer will cause any Benefit Plans in which the Transferred Employees are eligible to participate after the Closing to take into account for purposes of eligibility, vesting and benefit accrual thereunder (but, in respect of benefit accrual, only to the extent it would not result in a duplication of benefits for the same period of service), the service provided by such employees to Seller, to the extent such service was credited under a comparable plan of Seller prior to the Closing.

(c) *Noncompetition.* For a period of two (2) years from the later of the Closing Date or the termination of the Consulting Agreement (the "Restricted Period"), Seller shall not be involved as an owner, partner, shareholder or joint venturer in the conduct of any business within Canada or the United States that is engaged in the business of selling or licensing any software system designed for use by real estate brokers that competes with the Acquired Product ("Restricted Business"). Notwithstanding the foregoing, it is understood that Seller may in the near future determine to open a Real Estate Brokerage and/or Franchise Real Estate operation. It is agreed by Buyer that Seller can retain the software for the products herein for use exclusively for these operations. Seller is expressly prohibited from using the same names for any of the software used under this clause. Also expressly prohibited is offering or selling any of these products to any real estate related organization that is not part of the Real Estate Brokerage and/or Franchise Real Estate operation described herein. As an alternative, at the discretion of Seller, Buyer may elect to provide Acquired Products to Seller at an attractive discount.

(d) *Transferred contractors.* As of the close of business on June 30, 2014, Seller shall terminate and Buyer shall offer contracts to those independent contractors utilized by Seller and listed in Schedule 5(d) hereof. Seller warrants that the relationship with the Contractor up to Closing Date has been at arms-length and that there exists no liability for future payments to the Contractor.

(e) *Goods and Services Tax.* The Seller and the Buyer shall execute and file the appropriate elections under Section 167 of the *Excise Tax Act (Canada)* so that no GST is payable in respect to the purchase and sale of the purchased assets. The Buyer covenants that it will file the joint election with Canada Revenue Agency and provide the Seller with written confirmation of such filing.

(f) *Income Tax Act.* The Seller and the Buyer shall execute and file the appropriate elections under Subsection 56.4(3) of the *Income Tax Act* within 15 days of

the Closing Date. The Buyer and Seller agree that the fair market value of the non-competition clause herein is \$1.00, but undertake to adjust the Purchase Price in the event that the Canada Revenue Agency determines that the non-competition clause has a different value.

Section 6. Remedies for Breaches of This Agreement.

(a) *Survival of Representations and Warranties.* All of the representations and warranties of Seller contained in Sections 3(e) through (i) of this Agreement shall survive the Closing and continue in full force and effect for a period of one (1) year following the Closing. All of the other representations and warranties and covenants of Buyer and Seller contained in this Agreement (including the representations and warranties of Seller contained in Sections 3(a) through (d) and (j) hereof) shall survive the Closing and continue in full force and effect forever thereafter (subject to any applicable statutes of limitations).

(b) *Indemnification Provisions for Benefit of Buyer.* In the event Seller breaches any of its representations, warranties and covenants contained in this Agreement and, if there is an applicable survival period pursuant to Section 6(a) above, provided that Buyer makes a written claim for indemnification against Seller pursuant to Section 7(g) hereof within such survival period, then Seller agrees to indemnify Buyer from and against the entirety of any Losses Buyer may suffer through and after the date of the claim for indemnification resulting from or arising out of the breach, provided, however, that Seller shall have no obligation to indemnify Buyer from and against any Losses resulting from or arising out of the breach of any representation or warranty of Seller until Buyer has suffered Losses by reason of all such breaches in excess of a \$25,000 aggregate threshold.

(c) *Indemnification Provisions for Benefit of Seller.* In the event Buyer breaches any of its representations, warranties and covenants contained in this Agreement and, if there is an applicable survival period pursuant to Section 6(a) hereof, provided that Seller makes a written claim for indemnification against Buyer pursuant to Section 7(g) hereof within such survival period, then Buyer agrees to indemnify Seller from and against the entirety of any Losses Seller may suffer through and after the date of the claim for indemnification resulting from or arising out of the breach.

(d) *Matters Involving Third Parties.*

(i) If any third party shall notify any Party (the "Indemnified Party") with respect to any matter (a "Third Party Claim") which may give rise to a claim for indemnification against the other Party (the "Indemnifying Party") under this Section 6, then the Indemnified Party shall promptly notify the Indemnifying Party thereof in writing; provided, however, that no delay on the part of the Indemnified Party in notifying the Indemnifying Party shall relieve the Indemnifying Party from any obligation hereunder unless (and then solely to the extent) the Indemnifying Party thereby is prejudiced.

(ii) The Indemnifying Party will have the right to defend the Indemnified Party against the Third Party Claim with counsel of its choice reasonably satisfactory to the Indemnified Party. So long as the Indemnifying Party is conducting the defense of the Third Party Claim in accordance with this Section 6(d)(ii), (A) the Indemnified Party may retain separate co-counsel at its sole cost and expense and participate in the defense of the Third Party Claim, (B) the Indemnified Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnifying Party, and (C) the Indemnifying Party will not consent to the entry of any judgment or enter into any settlement with respect to the Third Party Claim without the prior written consent of the Indemnified Party.

(e) *Determination of Losses.* All indemnification payments under this Section 6 shall be deemed adjustments to the purchase price.

(f) *Other Indemnification Provisions.*

(i) After the Closing, the indemnities provided for in this Section 6 shall constitute the sole and exclusive remedy for damages arising out of, resulting from or incurred in connection with any claims related to this Agreement or arising out of the transactions contemplated hereby, except for any equitable remedy and except in the event of fraud and intentional misrepresentation. The amount of any Losses for which indemnification is provided under this Section 6 shall be net of any tax benefits and insurance proceeds and recoveries made by or against any Person that are actually received as an offset against such Losses.

(ii) Losses payable by an indemnifying party shall not include consequential, incidental, special, punitive damages, damages related to mental or emotional distress, exemplary damages, special damages, lost profits, diminution in value, damages based on an earnings multiple or other indirect damages, except (i) to the extent included in Losses asserted by third parties in Third Party Claims, and (ii) to the extent arising from fraud or intentional misrepresentation.

Section 7. Miscellaneous.

(a) *Press Releases and Public Announcements.* No Party shall issue any press release or make any public announcement relating to the subject matter of this Agreement without the prior written approval of the other Party; provided, however, that any Party may make any public disclosure it believes in good faith is required by applicable law or any listing or trading agreement concerning its publicly traded securities (in which case the disclosing Party will use its reasonable best efforts to advise the other Party prior to making the disclosure).

(b) *No Third-Party Beneficiaries.* This Agreement shall not confer any rights or remedies upon any Person other than the Parties and their respective successors and permitted assigns.

(c) *Entire Agreement.* This Agreement (including the documents referred to

herein) constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements or representations by or between the Parties, written or oral, to the extent they have related in any way to the subject matter hereof.

(d) *Succession and Assignment.* This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and permitted assigns. Except as provided below, no Party may assign either this Agreement or any of its rights, interests or obligations hereunder without the prior written approval of the other Party. Seller may assign and delegate its rights and obligations under this Agreement to an Affiliate of Seller that receives an assignment of a majority of Seller's MLS business division, in which case such Affiliate of Seller shall, effective as of the date of such assignment, be entitled to the rights and shall perform all of the obligations of Seller under this Agreement, and Seller shall be released and discharged from any liability or obligation hereunder

(e) *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

(f) *Headings.* The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

(g) *Notices.* All notices, requests, demands, claims and other communications hereunder will be in writing. Any notice, request, demand, claim or other communication hereunder shall be deemed duly given if (and then two business days after) it is sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below:

If to Buyer: Lone Wolf Real Estate Technologies, Inc.
231 Shearson Crescent, Suite 310
Cambridge, Ontario N1T 1J5
Attn: CEO
Fax: 519-624-8950

If to Seller: WebTech Dezine Inc.
3465 Semenyk Court, 2nd Floor
Mississauga, ON L5C 4P9
Attn: President

Real Pro Success Inc.
3465 Semenyk Court, 2nd Floor
Mississauga, ON L5C 4P9
Attn: President

e2000 Training Institute Inc.
3465 Semenyk Court, 2nd Floor
Mississauga, ON L5C 4P9
Attn: President

Any Party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth above using any other means (including personal delivery, expedited courier, messenger service, telecopy, telex, ordinary mail or electronic mail), but no such notice, request, demand, claim or other communication shall be deemed to have been duly given unless and until it actually is received by the intended recipient. Any Party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

(h) *Governing Law.* This Agreement shall be governed by and construed in accordance with the domestic laws of the Province of Ontario without giving effect to choice or conflict of law provision or rule (whether of the Province of Ontario or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Province of Ontario.

(i) *Amendments and Waivers.* No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

(j) *Expenses.* Except as expressly provided in Section 6 hereof, each of Buyer, Seller, and the Principals will bear his or its own costs and expenses (including legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

(k) *Incorporation of Schedules.* The Schedules identified in this Agreement are incorporated herein by reference and made a part hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on as of the date first above written.

LONE WOLF REAL ESTATE TECHNOLOGIES INC.

By: 

Name: Lorne C. Wallace

Title: CEO

WEBTECH DEZINE INC.

By: 

Name: Gabrielle Jeans

Title: President

REAL PRO SUCCESS INC.

By: 

Name: Gabrielle Jeans

Title: President

E2000 TRAINING INSTITUTE INC.

By: 

Name: Gabrielle Jeans

Title: President

Schedule 3(f) Intellectual Property

1. All source code for real estate operations software, including but not limited to the specific versions listed below.

Software	Owner
MoneyMaker for Office	Webtech Dezine Inc.
e2000 Training	e2000 Training Institute Inc.
SmartAgentNow	Webtech Dezine Inc.
Realestategab	Webtech Dezine Inc.
RealPro Success	Real Pro Success Inc.
Pro Presenter	Real Pro Success Inc.

2. All other owned programs and source code related to the above-noted software.
3. Client lists of Webtech Dezine Inc., Real Pro Success Inc., and e2000 Training Institute Inc.
4. All websites and URLs utilized in the course of business as listed below, as well as all other URLs related to the operation of the assets listed above.

URL	Owner
www.moneymaker4agents.com	Webtech Dezine Inc.
www.moneymakerlive.com	Webtech Dezine Inc.
www.moneymakerchat.com	Webtech Dezine Inc.
www.moneymakeragent.com	Webtech Dezine Inc.
www.moneymakermastermind.com	Webtech Dezine Inc.
www.nmtrial.com	Webtech Dezine Inc.
www.mm4a.com	Webtech Dezine Inc.



www.webtechdezine.com

Webtech Dezine Inc.

www.smartagentnow.com

Webtech Dezine Inc.

www.realestategah.com

Webtech Dezine Inc.

www.realprosucceeds.com

Real Pro Success Inc.

www.e2000training.com

e2000 Training Institute Inc.

5. All trademarks and patents related to the above assets, listed as follows:

	<u>Canadian Trade-Marks</u>	<u>Registration or Application Number</u>
1	MONEYMAKER & Design	TMA614532
2	MONEYMAKER	1612618
	<u>U.S. Trademarks</u>	<u>Registration or Serial Number</u>
1	MONEYMAKER (Word)	85840189 (Serial)
2	MONEY MAKER (Design)	3550515 (Registration)
	<u>Canadian Patents</u>	<u>Application Number</u>
1	METHOD, SYSTEM AND APPARATUS FOR INTERNET-BASED SALES GENERATION	CA 2439582

Money Maker Design/Moneymaker & Design refers to this design:



A handwritten signature or scribble in the bottom right corner of the page, consisting of several loops and lines.