

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM319245

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eldon Water Inc.		12/31/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Eldon Water Holdings, Inc.		
<b>Street Address:</b>	John Hancock Building		
<b>Internal Address:</b>	875 N. Michigan Avenue, Suite 4020		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60611		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85476837	DEMAND DELIVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128767934		
<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>			
<b>Phone:</b>	(816) 460-2400		
<b>Email:</b>	brian.mcginley@dentons.com, anita.hansen@dentons.com		
<b>Correspondent Name:</b>	Brian R. McGinley		
<b>Address Line 1:</b>	Dentons US LLP		
<b>Address Line 2:</b>	P. O. Box 061080		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606-1080		
<b>ATTORNEY DOCKET NUMBER:</b>	70001188-0004 (BRM)		
<b>NAME OF SUBMITTER:</b>	Brian R. McGinley		
<b>SIGNATURE:</b>	/brian r mcginley/		
<b>DATE SIGNED:</b>	10/06/2014		
<b>Total Attachments: 2</b>			
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source=Intellectual Property Assignment Agreement - Eldon Water#page2.tif			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Assignment") is effective December 31, 2012.

WITNESSETH:

WHEREAS, ELDON WATER INC., a Delaware corporation with an address of 1498 Merrow Road, Mississauga, Ontario, L5J 3C5 (hereinafter "Assignor"), owns those certain patent applications, trademarks and trade names as specifically set forth on Exhibit A attached hereto (collectively, the "IP"), and

WHEREAS, ELDON WATER HOLDINGS, INC., a Delaware corporation with an address of John Hancock Building, 875 N. Michigan Avenue, Suite 4020, Chicago, Illinois 60611 (hereinafter "Assignee"), desires to acquire such IP from Assignor, and Assignor desires to assign, transfer and convey the IP to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereto agrees as follows:

Assignor has assigned, transferred and conveyed and does hereby assign, transfer and convey unto Assignee, and its successors, assigns and legal representatives, all right, title and interest in and to the IP together with that part of the goodwill of the business connected with the use of and symbolized by the IP, and all claims for damages by reason of past infringement of the IP with the right to sue for and collect damages.

Assignor agrees that, when requested, it will sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Patents in all countries and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees and all reasonable costs incurred by Assignor as a result of such acts will be at the expense of Assignee, including legal fees incurred by Assignor to review such documents.

The assignment, transfer and conveyance of the IP pursuant to this Intellectual Property Assignment Agreement are subject to the representations and warranties in that certain Agreement for Purchase and Sale of Assets of Eldon Water Inc. dated as of December 31, 2012 by and among ELDON WATER INC., EP Winsor Capital Ltd., Eldon A. Winsor, Paul J. Winsor and ELDON WATER HOLDINGS, INC., and to no other representations and warranties, whether express or implied, including statutory warranties, with respect to any other matter whatsoever.

Any term used herein but not defined herein shall have the meaning assigned to such term in the Purchase Agreement.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

ASSIGNOR:

ELDON WATER INC.

By: 

Name: Paul J. Winsor

Title: President

Exhibit A

**Licenses**

Klenzoid Company Limited licenses software from NetSuite Inc. pursuant to a NetSuite License Agreement between NetSuite Inc. and EP Winsor Capital Ltd. dated June 14, 2007 for the provision of an online business application, as assigned to Klenzoid Company Limited pursuant to an Assignment of License Agreement Between NetSuite Inc. and EP Winsor Capital Ltd. dated November 16, 2007. Klenzoid Company Limited subscribes to a NetSuite OneWorld account, which allows it to add up to ten subsidiaries to its account. Eldon Water Inc. uses the software pursuant to NetSuite's OneWorld concept.

**Trade-marks -- U.S. - Applications**

<i>Trade-mark</i>	<i>Application No.</i>	<i>Application Date</i>
DEMAND DELIVERY	85-476837	November 18, 2011 (Pending March 7, 2012)