

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327724

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Complete Innovations Holdings Inc.		12/31/2014	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Complete Innovations Inc.		
Street Address:	Suite 8, 475 Cochrane Dr.		
City:	Markham, Ontario		
State/Country:	CANADA		
Postal Code:	L3R 9R5		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3591243	FUEL FAST	
Registration Number:	3293564	COURIER COMPLETE	
Registration Number:	4619746	FLEET COMPLETE	
CORRESPONDENCE DATA			
Fax Number:	8324088558		
<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:	8323388090		
Email:	tm@fibbelightner.com		
Correspondent Name:	A. Reagan Fibbe		
Address Line 1:	3733-1 Westheimer, No. 1009		
Address Line 4:	Houston, TEXAS 77027		
ATTORNEY DOCKET NUMBER:	DENTONS CANADA		
DOMESTIC REPRESENTATIVE			
Name:	Fibbe Lightner LLP		
Address Line 1:	3733-1 Westheimer Rd, No. 1009		
Address Line 4:	Houston, TEXAS 77027		

OP \$90.00 3591243

NAME OF SUBMITTER:	A. Reagan Fibbe
SIGNATURE:	/A Reagan Fibbe/
DATE SIGNED:	12/31/2014
Total Attachments: 4 source=IP Assignment Agreement (Filing Version)[1]#page1.tif source=IP Assignment Agreement (Filing Version)[1]#page2.tif source=IP Assignment Agreement (Filing Version)[1]#page3.tif source=IP Assignment Agreement (Filing Version)[1]#page4.tif	

THIS INTELLECTUAL PROPERTY ASSIGNMENT dated December 31, 2014

B E T W E E N :

COMPLETE INNOVATIONS HOLDINGS INC., a
corporation incorporated under the laws of Ontario,

(the "**Assignor**")

- and -

COMPLETE INNOVATIONS INC., a corporation
incorporated under the laws of Ontario

(the "**Assignee**")

RECITALS:

1. The Assignor, the full post office address of whose principal office or place of business is Suite 8, 475 Cochrane Dr., Markham, Ontario, L3R 9R5, is the owner of the intellectual property identified in the attached Schedule 1 (the "**Intellectual Property**").
2. The Assignor and the Assignee, the full post office address of whose principal office or place of business is Suite 8, 475 Cochrane Dr., Markham, Ontario, L3R 9R5, are parties to an asset purchase agreement dated the 31st day of December, 2014 (the "**Purchase Agreement**") pursuant to which the Assignee has agreed to purchase from the Vendor, among other thing, the Intellectual Property.
3. The Assignor wishes to confirm the assignment of Intellectual Property pursuant to the Purchase Agreement and the Assignee wishes to confirm its ownership of the whole right, title and worldwide interest in and to the Intellectual Property pursuant to the Purchase Agreement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor and Assignee agree as follows:

1. Assignment of Intellectual Property

Assignor sells, assigns and transfers unto the Assignee, its successors, assigns or legal representatives, the whole right, title and worldwide interest to the Intellectual Property, together with the goodwill of any and all business carried on in association with and symbolized by the trademarks in the Intellectual Property, the same to be held by the Assignee, its successors, assigns or legal representatives, as fully and effectively as they would have been held by the Assignor had this sale, assignment and transfer not been made.

2. Confirmation of Waiver

The Assignor confirms that it has waived and does hereby irrevocably waive in favour of the Assignee now and in the future any and all rights in the Intellectual Property which may have accrued to the Assignor, including but not limited to any moral rights for copyrights.

3. Authorization of Registration

The Assignor hereby authorizes the issuance of any and all said registrations for the Intellectual Property, not already issued, to the Assignee, its successors, assigns or legal representatives.

4. Further Action

The Assignor, on behalf of itself, its successors, assigns and legal representatives, hereby covenants and agrees, without further consideration, to do all such lawful acts and things and to execute such further lawful assignments, documents, assurances, applications and other instruments as reasonably may be required by the Assignee, its successors, assigns or legal representatives, to obtain any and all registrations for the Intellectual Property and to vest the same in the Assignee, its successors, assigns or legal representatives.

5. Covenant of the Assignor

The Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements in conflict herewith.

[SIGNATURE PAGE FOLLOWS]

THIS ASSIGNMENT is effective as of December 31, 2014.

**COMPLETE INNOVATIONS HOLDINGS
INC.**

By:


Name: Tony Lourakis
Title: President & Chief Executive Officer

COMPLETE INNOVATIONS INC.

By:


Name: Tony Lourakis
Title: President & Chief Executive Officer

SCHEDULE 1
INTELLECTUAL PROPERTY

Registered Trademarks

Trademark Name / Description	Registration Number	Jurisdiction	Registration Date
FLEET COMPLETE	TMA708,154	Canada	February 25, 2008
FUEL FAST	TMA708,155	Canada	February 25, 2008
COURIER COMPLETE	TMA661,524	Canada	March 28, 2006
FUEL FAST	3,591,243	United States	March 17, 2009
COURIER COMPLETE	3,293,564	United States	September 18, 2007
FLEET COMPLETE	4,619,746	United States	October 14, 2014

Registered Copyrights

Copyright Title / Description	Registration Number	Jurisdiction	Registration Date
Carrier Tools Dynamic Link Library	1025013 Assigned: 1032797	Canada	November 23, 2004 Assigned: September 20, 2005