

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM329513

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Risk Oversight Inc.		12/23/2014	CORPORATION: ALBERTA
RECEIVING PARTY DATA			
Name:	Risk Oversight Solutions Inc.		
Street Address:	216 Carlini Court		
City:	Oakville, Ontario		
State/Country:	ONTARIO		
Postal Code:	L6K 3Y8		
Entity Type:	CORPORATION: ONTARIO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	85912804	RISKSTATUSNET	
Serial Number:	85912813	RISKSTATUSLINE	
Serial Number:	85912820	RISKSTATUSOVERSIGHT	
CORRESPONDENCE DATA			
Fax Number:	9058271038		
<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:	9053997992		
Email:	dbrinza@canadianiplaw.com		
Correspondent Name:	Daniel Brinza		
Address Line 1:	1155 North Service Road West, Unit 11		
Address Line 4:	Oakville, CANADA L6M 3E3		
NAME OF SUBMITTER:	Daniel Brinza		
SIGNATURE:	/db/		
DATE SIGNED:	01/20/2015		
Total Attachments: 3			
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SALE OF INTELLECTUAL PROPERTY AGREEMENT

Risk Oversight Solutions Inc, an Ontario corporation, henceforth known as "Buyer," wishes to acquire the intellectual property described below ("Intellectual Property") from Risk Oversight Inc., an Alberta corporation, henceforth known as "Seller."

The effective date of this agreement to be the date of signing by the parties.

As such, Buyer and Seller agree to the following definitions and provisions:

1. Definition of Intellectual Property

1.1 Buyer agrees to purchase from Seller the Intellectual Property described herein, and any rights, trademarks, etc., associated with said Intellectual Property.

1.2 Intellectual Property, for the purposes of this agreement, is defined as follows:

Training and reference materials linked to and supporting the board and c-suite driven/objective centric approach to risk governance developed by the Seller including, but not limited to, RiskStatusline™, RiskStatusline™ Risk Treatment Principles, RiskStatusline™ Quick Reference Sheet, RiskStatusline™ Risk Treatment Elements, Board & C-Suite Driven/Objective Centric ERM and IA Key Concepts and Definitions, written training materials and MS power point slides included in a range of different training workshop materials that support the board & C-suite driven/objective centric and RiskStatusline™ risk assessment and governance approach, RiskStatusNet™ software specifications and explanations, trademarks that have been registered and/or are pending approval in Canada and the U.S. associated with RiskStatusline™, RiskStatusNet™, RiskStatusOversight™, and other related training and reference materials.

2. Sale of Intellectual Property

2.1 Seller agrees that it has the authority to transfer this Intellectual Property, and further agrees that selling the Intellectual Property means that from the date of this agreement, Seller has no further claims to the Intellectual Property, other than any rights to the intellectual property specifically granted by the Buyer to the Seller in writing.

2.2 Seller agrees that the description of the Intellectual Property here is accurate and thorough, and that no significant facets of the Intellectual Property have been left out of this agreement.

2.3 Seller agrees to transfer any and all rights to the Intellectual Property, which will give Buyer the right to, among other things, exploit the Intellectual Property for profit. Seller agrees that it

has no further rights to the Intellectual Property other than those specifically granted by the Buyer to the Seller other than those rights specified in the below paragraph.

2.4 As such, the consideration for the Intellectual Property, the sufficiency of which is agreed by the parties, is the right to receive the first twenty-five thousand (\$25,000) Canadian dollars of copyright license fees as earned by the buyer plus any applicable GST/HST and grant of a copyright license for the sum of one dollar (\$1) Canadian by the Buyer to the Seller of a limited rights copyright license to specified materials that form part of the Intellectual property that are detailed in a copyright licence agreement between the Buyer and Seller, including the right to receive updates and improvements to the materials covered by that agreement as long as such updates/improvements are being issued by the Buyer to other copyright license holders. Rights in the copyright license agreement granted by the Buyer to the Seller to be substantially the same as rights granted to other consulting firms that purchase the right to be licensed users of the materials. A sample copyright license to be executed by the parties in this form or substantially similar terms is attached to this agreement as Attachment 1.

3. Transfer/Assignment

3.1 Seller agrees to provide Buyer with any and all documents related to this Intellectual Property, including any trademark application documentation, copyright certificates, plans, written works, etc. This transfer/assignment shall begin upon the signing of this agreement, and shall be completed no later than December 31, 2014.

4. Severability

Should any portion of this agreement be deemed invalid or unenforceable, that portion shall be removed from the agreement, and no other portion of the agreement shall be affected, nor deemed invalid or unenforceable.



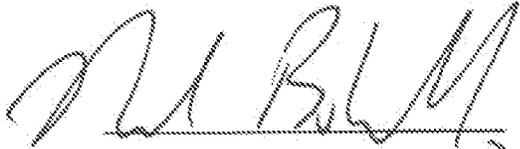
5. Jurisdiction

This Agreement shall be governed by the laws and regulations of the province of Ontario, Canada.

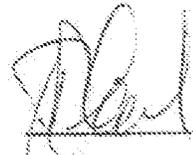
Signed:

For Risk Oversight Inc.

For Risk Oversight Solutions Inc.



Neil Bothwell Date Dec 23, 2014
President



Tim Leech Date Dec 23/2014
President