

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM349914

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	NUNC PRO TUNC ASSIGNMENT
<b>EFFECTIVE DATE:</b>	06/25/2015

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
XE Corporation		06/25/2015	CORPORATION: CANADA

## RECEIVING PARTY DATA

<b>Name:</b>	2470678 Ontario Inc.
<b>Street Address:</b>	1145 Nicholson Road
<b>Internal Address:</b>	Suite 200
<b>City:</b>	Newmarket
<b>State/Country:</b>	ONTARIO
<b>Postal Code:</b>	L3Y 9C3
<b>Entity Type:</b>	CORPORATION: CANADA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2864960	UNIVERSAL CURRENCY CONVERTER
Registration Number:	2612105	XE
Registration Number:	3720181	XE
Registration Number:	4037651	XE
Registration Number:	3627692	XE
Registration Number:	4370674	XE.COM
Registration Number:	4260065	X-RATES

## CORRESPONDENCE DATA

Fax Number:

*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.*

Email: rebecca.lederhouse@bakermckenzie.com,  
colleen.brennan@bakermckenzie.com

Correspondent Name: Rebecca Lederhouse

Address Line 1: 300 East Randolph Street, Suite 5000

Address Line 2: Baker &amp; McKenzie LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER: 1000727-50092990-0000

CH \$190.00 2864960

<b>NAME OF SUBMITTER:</b>	Rebecca Lederhouse
<b>SIGNATURE:</b>	/rebecca lederhouse/
<b>DATE SIGNED:</b>	07/31/2015
<b>Total Attachments: 11</b> source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page1.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page2.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page3.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page4.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page5.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page6.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page7.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page8.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page9.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page10.tif source=XE Corporation - Master Trademark Assignment - Executed-1333400-v1-TORDMS#page11.tif	

## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT effective *nunc pro tunc* as of the 25th day of June, 2015 (this "Assignment") is between **XE Corporation**, a corporation continued under the laws of the Province of Ontario with an address of 1145 Nicholson Road, Suite 200, Newmarket, L3Y 9C3, Ontario, Canada ("Assignor") and **2470678 Ontario Inc.**, a corporation incorporated under the laws of the Province of Ontario with an address of 1145 Nicholson Road, Suite 200, Newmarket, L3Y 9C3, Ontario, Canada ("Assignee").

WHEREAS, pursuant to a certain Asset Purchase Agreement (as the same may be amended, supplemented, restated or extended from time to time, the "Purchase Agreement") dated the 25th day of June, 2015, the Assignor and certain of its subsidiaries agreed to sell, convey, assign, transfer and deliver, and the Assignee agreed to purchase and acquire, free and clear of all Encumbrances, certain Purchased Assets, including without limitation all right, title and interest in and to each trademark, trademark application, and trademark registration listed in Schedule A, all goodwill associated therewith, and all related and corresponding rights in any jurisdiction in the world (collectively, the "Trademarks")

AND WHEREAS, pursuant to a certain Amalgamation Agreement dated the 26th day of June, 2015 (as the same may be amended, supplemented, restated or extended from time to time, the "Amalgamation Agreement"), the Assignor (XE Corporation), a certain subsidiary of the Assignor (XE.Com Inc.), and the Assignee (2470678 Ontario Inc.) amalgamated under the terms and conditions prescribed in the Amalgamation Agreement and continued as one corporation in the name of XE Corporation under Ontario Corporation Number 1938453 and located at 1145 Nicholson Road, Suite 200, Newmarket, L3Y 9C3, Ontario, Canada ("Amalgamated Co.");

AND WHEREAS, pursuant to the Amalgamation Agreement and the laws of the Province of Ontario and Canada, all property and assets, including without limitation all right, title and interest in and to the Trademarks, became the property and assets of Amalgamated Co.;

AND WHEREAS Assignor wishes retroactively to assign to Assignee any right, title and interest that Assignor may have in and to the Trademarks (as defined herein) and confirm Amalgamated Co.'s record and beneficial ownership of the Trademarks (as defined herein);

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereinafter contained and for other valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the parties hereto), the parties hereto agree as follows:

1. Conveyance and Assignment. The Assignor does hereby assign and transfer to Assignee, and Assignee hereby acquires and accepts, all of the Assignor's right, title and interest in, to, and under the Trademarks identified on Schedule A, and all the rights appurtenant thereto, together with the goodwill associated therewith and which is symbolized thereby, all of the Assignor's rights and actions for past infringement and/or misappropriation, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in Canada and in any other jurisdiction identified in Schedule A, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made.

2. Acknowledgement. The Assignor hereby acknowledges and agrees that the Assignee, its successors, including Amalgamated Co., and assigns may file this instrument with any appropriate official of any governmental entity or registrar to record ownership of the Trademarks or the like, as applicable, in the name of the Assignee, its successors or assigns.

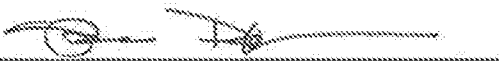
3. Further Assurances. Each of the parties hereto agrees: (a) to execute and deliver, or cause to be executed and delivered, to each other such other documents, and (b) to do, or cause to be done, such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Assignment.
4. Governing Law. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to any conflict of laws rules.
5. Jurisdiction. Any action or proceeding arising out of or relating to this Assignment must be brought in the courts of the Province of Ontario or the Federal Court of Canada sitting in Ontario, as applicable.
6. Entire Agreement. This Assignment constitutes the entire agreement among the parties hereto and supersede any prior understandings, agreements or representations by or among the parties hereto, or any of them, written or oral, with respect to the subject matters of this Agreement.
7. Paramountcy. This Assignment is delivered pursuant to and is subject to all of the terms and conditions contained in the Purchase Agreement and Amalgamation Agreement. In the event of any inconsistency, the provisions of the Purchase Agreement and Amalgamation Agreement shall prevail; provided that the existence of a particular covenant or other provision in this Agreement not contained in the Purchase Agreement shall not be deemed to be an inconsistency, and that particular covenant or other provision shall continue to apply.
8. Assignment and Successors. This Assignment binds and benefits the parties hereto and their respective successors and permitted assigns.
9. Severability. If any provision of this Assignment is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Assignment are not affected or impaired in any way and the parties hereto agree to negotiate in good faith to replace such invalid, illegal and unenforceable provision with a valid, legal and enforceable provision that achieves, to the greatest lawful extent under this Assignment, the economic, business and other purposes of such invalid, illegal or unenforceable provision.
10. Counterparts. The parties hereto may execute this Assignment in multiple counterparts, each of which constitutes an original as against the party that signed it, and all of which together constitute one agreement.

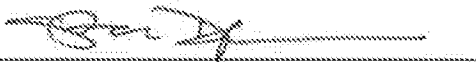
*[Signature Page Follows]*

IN WITNESS WHEREOF the undersigned have caused this Assignment to be duly executed nunc pro tunc as of the date first indicated above.

**XE Corporation**


**2470678 Ontario Inc.**

By:   
Name: Steven Dangler  
Title: CEO

By:   
Name: Steven Dangler  
Title: CEO

**Schedule A**








Trademarks

Ref. no.	Country/Jurisdiction	Trademark	App. No.	Reg. No.	Filing Date	Reg. Date
1.	Australia	<b>XE</b>	1124253	1124253	18 Jul 2006	18 Jul 2006
2.	Australia	<b>XE</b>	1401631	1401631	23 Dec 2010	23 Dec 2010
3.	Australia	 <b>XE Design</b>	1258447	1258447	22 Aug 2008	22 Aug 2008
4.	Brazil	<b>XE</b>	831129514	831129514	23 Sep 2011	2 Dec 2014
5.	Brazil	 <b>XE Design</b>	831129522	831129522	23 Sep 2011	2 Dec 2014
6.	Canada	<b>UNIVERSAL CURRENCY CONVERTER</b>	1066915	569331	13 Jul 2000	22 Oct 2002
7.	Canada	<b>XE</b>	1073492	569427	5 Sep 2000	23 Oct 2002
8.	Canada	<b>XE</b>	1436573	781950	30 Apr 2009	8 Nov 2010
9.	Canada	 <b>XE Design</b>	1355345	742207	28 Feb 2009	18 Jun 2009
10.	Canada	<b>XE.COM</b>	1548377	837161	19 Oct 2011	28 Nov 2012
11.	Canada	<b>X-RATES</b>	1540374	845132	22 Aug 2011	4 Mar 2013
12.	China	 <b>JIE HUI (CHINESE) &amp; DEVICE (COLOUR</b>	5611303	5611303	18 Sep 2006	14 Dec 2009





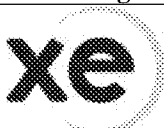
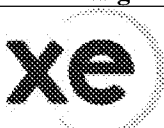

13.	China	 XE & DEVICE	6143045	6143045	2 Jul 2007	28 May 2010
14.	China	 XE & DEVICE	6143046	6143046	2 Jul 2007	28 May 2010
15.	China	 XE & DEVICE	6143047	6143047	2 Jul 2007	14 Mar 2010
16.	China	 XE & DEVICE	6143048	6143048	2 Jul 2007	14 Mar 2010
17.	China	 XE & DEVICE	6143049	6143049	2 Jul 2007	28 May 2010
18.	China	 XE & DEVICE	6143050	6143050	2 Jul 2007	7 Feb 2010
19.	China	 XE & DEVICE	6143051	6143051	2 Jul 2007	21 Feb 2010
20.	China	捷汇 XE (Jie Hui) in Simplified Chinese Characters	5672447	5672447	20 Oct 2006	28 Oct 2009
21.	China	捷汇 JIE HUI in Chinese Characters	5672448	5672448	20 Oct 2006	7 Nov 2009
22.	China	捷汇 XE (Jie Hui) in Simplified Chinese Characters	5672449	5672449	20 Oct 2006	28 Dec 2009
23.	China	捷汇	5672451	5672451	20 Oct	28 Oct

		<b>XE (Jie Hui) in Simplified Chinese Characters</b>			2006	2009
24.	China	 <b>XE (Jie Hui) in Simplified Chinese Characters</b>	5672452	5672452	20 Oct 2006	28 Sep 2009
25.	China	 <b>XE (Jie Hui) in Simplified Chinese Characters</b>	5672453	5672453	20 Oct 2006	28 Jan 2010
26.	CTM	<b>XE</b>	004 933 222	004 933 222	27 Feb 2006	28 Feb 2008
27.	CTM	 <b>XE Design</b>	006 135 164	006 135 164	17 Jul 2007	21 Aug 2008
28.	Hong Kong	(A) 捷匯 (B) 捷汇  <b>Jie Hui (In Chinese Characters) (Series of 2)</b>	302057652	302057652	14 Oct 2011	14 Oct 2011
29.	Hong Kong	<b>XE</b>	300646966	300646966	26 May 2006	26 May 2006
30.	Hong Kong	 <b>XE Logo</b>	302056851	302056851	13 Oct 2011	13 Oct 2011
31.	India	<b>XE</b>	1785383	1785383	16 Feb 2009	9 Feb 2011
32.	India	<b>XE</b>	1785384	1785384	16 Feb 2009	16 Feb 2009
33.	India	<b>XE</b>	1785385	1785385	16 Feb 2009	16 Feb 2009
34.	India	<b>XE</b>	1785386	1785386	16 Feb	16 Feb






					2009	2009
35.	India	<b>XE</b>	1785387	1785387	16 Feb 2009	16 Feb 2009
36.	India	 <b>XE Design</b>	1785378	1785378	16 Feb 2009	6 May 2011
37.	India	 <b>XE Design</b>	1785379	1785379	16 Feb 2009	16 Feb 2009
38.	India	 <b>XE Design</b>	1785380	1785380	16 Feb 2009	18 Mar 2011
39.	India	 <b>XE Design</b>	1785381	1785381	16 Feb 2009	16 Feb 2009
40.	India	 <b>XE Design</b>	1785382	1785382	16 Feb 2009	16 Feb 2009
41.	Japan	 <b>XE Logo</b>	2012-062620	5683582	2 Aug 2012	4 Jul 2014
42.	Japan	 <b>XE Logo</b>	2014-068858	5739053	15 Aug 2014	6 Feb 2015

43.	Korea - Republic of (South)	 <b>XE Logo</b>	41-2013- 0011335	41-0290743	26 Mar 2013	12 Jun 2014
44.	Macau	 <b>Jeï Hui (in Chinese Characters)</b>	N/060580	N/060580	20 Oct 2011	27 Jul 2012
45.	Macau	<b>XE</b>	N/060559	N/060559	19 Oct 2011	27 Jul 2009
46.	Macau	 <b>XE Logo</b>	N/060560	N/060560	19 Oct 2011	27 Jul 2012
47.	Mexico	<b>XE</b>	1211811	1338195	14 Sep 2011	13 Dec 2012
48.	Mexico	 <b>XE Logo</b>	1211809	1344431	14 Sep 2011	24 Jan 2013
49.	New Zealand	<b>XE</b>	802782	802782	20 Feb 2009	20 Feb 2009
50.	New Zealand	 <b>XE Design</b>	802783	802783	20 Feb 2009	20 Feb 2009
51.	Singapore	<b>XE</b>	T1011652I	T1011652I	9 Sep 2010	9 Sep 2010
52.	Singapore	 <b>XE Logo</b>	T1112684F	T1112684F	14 Sep 2011	14 Sep 2011
53.	South Africa	<b>XE</b>	2009/03148	2009/03148	20 Feb 2009	20 Feb 2009
54.	South Africa	<b>XE</b>	2009/03149	2009/03149	20 Feb 2009	20 Feb 2009

55.	South Africa	<b>XE</b>	2009/03150	2009/03150	20 Feb 2009	20 Feb 2009
56.	South Africa	<b>XE</b>	2009/03151	2009/03151	20 Feb 2009	20 Feb 2009
57.	South Africa	<b>XE</b>	2009/03152	2009/03152	20 Feb 2009	20 Feb 2009
58.	South Africa	<b>XE</b>	2009/03153	2009/03153	20 Feb 2009	20 Feb 2009
59.	South Africa	<b>XE</b>	2009/03154	2009/03154	20 Feb 2009	20 Feb 2009
60.	South Africa	 <b>XE Design</b>	2009/03155	2009/03155	20 Feb 2009	11 Mar 2011
61.	South Africa	 <b>XE Design</b>	2009/03158	2009/03158	20 Feb 2009	11 Mar 2011
62.	South Africa	 <b>XE Design</b>	2009/03159	2009/03159	20 Feb 2009	11 Mar 2011
63.	South Africa	 <b>XE Design</b>	2009/03160	2009/03160	20 Feb 2009	11 Mar 2011
64.	South Africa	 <b>XE Design</b>	2009/03161	2009/03161	20 Feb 2009	11 Mar 2011
65.	South Africa	 <b>XE Design</b>	2009/03162	2009/03162	20 Feb 2009	11 Mar 2011
66.	South Africa	 <b>XE Design</b>	2009/03163	2009/03163	20 Feb 2009	11 Mar 2011

67.	Switzerland	<b>XE</b>	60352/2011	624905	14 Sep 2011	17 Jan 2012
68.	Switzerland	 <b>XE Logo</b>	60353/2011	624892	14 Sep 2011	17 Jan 2012
69.	Switzerland	<b>XE</b>	59531/2014	665564	15 Aug 2014	31 Oct 2014
70.	Switzerland	 <b>XE Logo (Dark Swoosh)</b>	59532/2014	666762	1 Sep 2014	28 Nov 2014
71.	Taiwan	<b>XE</b>	100052804	1552075	14 Oct 2011	1 Dec 2012
72.	Taiwan	 <b>XE Logo</b>	100052805	1561390	14 Oct 2011	16 Jan 2013
73.	Taiwan	 <b>Jie Hui (Chinese Characters)</b>	100052806	1561391	14 Oct 2011	16 Jan 2013
74.	Taiwan	<b>XE</b>	103048098	N/A	20 Aug 2014	N/A
75.	Taiwan	 <b>Jie Hui (Chinese Characters)</b>	103048099	1709551	20 Aug 2014	1 Jun 2015
76.	Taiwan	 <b>XE Logo (dark swoosh)</b>	103048097	N/A	20 Aug 2014	N/A
77.	UAE	<b>XE</b>	223061	223061	11 Dec 2014	27 May 2015 -
78.	UAE	<b>XE</b>	128500	162848	23 Apr	15 Jan

					2009	2012
79.	UAE	 XE Logo (Dark Swoosh)	223059	223059	11 Dec 2014	27 May 2015
80.	UAE	 XE Logo (Dark Swoosh)	227755	227755	25 Feb 2015	15 June 2015
81.	USA	UNIVERSAL CURRENCY CONVERTER	78/218855	2864960	25 Feb 2003	20 Jul 2004
82.	USA	XE	76/219857	2612105	5 Mar 2001	27 Aug 2002
83.	USA	XE	78/864016	3720181	18 Apr 2006	1 Dec 2009
84.	USA	XE	85/202313	4037651	20 Dec 2010	11 Oct 2011
85.	USA	 XE Design	77/230763	3627692	16 Jul 2007	26 May 2009
86.	USA	XE.COM	85462815	4370674	2 Nov 2011	23 Jul 2013
87.	USA	X-RATES	85/405077	4260065	23 Aug 2011	18 Dec 2012