

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363676

<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>
Raymark Xpert Business Systems Inc.		11/02/2015	CORPORATION: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Raymark ULC		
<b>Street Address:</b>	1959 Upper Water Street		
<b>Internal Address:</b>	Suite 900		
<b>City:</b>	Halifax, Nova Scotia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	B3J3N2		
<b>Entity Type:</b>	unlimited company: NOVA SCOTIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2361060	RAYMARK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6172484000		
<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>Email:</b>	tmadmin@choate.com		
<b>Correspondent Name:</b>	Sara M. Bauer		
<b>Address Line 1:</b>	Two International Place		
<b>Address Line 2:</b>	Choate Hall & Stewart LLP		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	0720871-0083		
<b>NAME OF SUBMITTER:</b>	Sara M. Bauer		
<b>SIGNATURE:</b>	/sara bauer/		
<b>DATE SIGNED:</b>	11/25/2015		
<b>Total Attachments: 6</b>			
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## TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this “**Agreement**”) in entered into as of November 2, 2015 by and among Raymark ULC (“**Assignee 1**”), Mi9 Retail NA Corp. (“**Assignee 2**” and collectively with Assignee 1, the “**Assignees**”) and Raymark Xpert Business Systems Inc. (“**Raymark**” or the “**Assignor**”). Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the owner of the Intellectual Property Assets included in the Purchased Raymark Business Assets as described in the Purchase Agreement (the “**Intellectual Property Assets**”), including, without limitation, the trademarks, trademark registrations and trademark applications (including any and all goodwill associated therewith) set forth on Schedule A hereto (the “**Trademarks**”) and the internet domain names (including any and all goodwill associated therewith) and the domain name registrations therefor set forth on Schedule B hereto (the “**Domain Names**”);

WHEREAS, the Assignor, the Assignees and certain other parties named therein have entered into an Asset Purchase Agreement, dated as of the date hereof (the “**Purchase Agreement**”), pursuant to which the Assignees agree to purchase, among other things, the Purchased Raymark Business Assets as set forth in the Purchase Agreement from, *inter alia*, the Assignor, including all of the Assignor’s right, title and interest in and to the Intellectual Property Assets; and

WHEREAS, the execution and delivery of this Agreement is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Assignment.** The Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee 1 all right, title and interest in and to the Intellectual Property Assets, including, without limitation, the Trademarks and the Domain Names, and all registrations and applications therefor, in the United States and in all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of the United States and/or foreign countries, now or hereafter in effect, and any and all rights to sue or recover and retain damages and costs and attorneys’ fees for past, present and future infringement, dilution, misappropriation, or other violation thereof, for Assignee 1’s own use and enjoyment, and for the use and enjoyment of Assignee 1’s successors, assigns or other legal representatives.

**2. Further Instruments.** The parties hereby agree to execute and deliver such further bills of sale, assignments, instruments of transfer, agreements and documents and take such other actions as may be reasonably requested from time to time in order to transfer more fully and effectively the Purchased Raymark Business Assets or to assist in the collection or reduction to possession by the Assignees of, or access by the Assignees to, all of the Purchased Raymark Business Assets.

3. **No Impairment of Purchase Agreement.** This Agreement shall not be construed as a waiver of, or to limit, terminate, modify or derogate from the representations, warranties, covenants and agreements set forth in the Purchase Agreement.

4. **Severability, Governing Law.** This Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision hereof shall be prohibited or invalid under any such law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating or nullifying the remainder of such provision or any other provisions of this Agreement. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Delaware, without regard to its conflicts of laws principles.

5. **Successors and Assigns.** This Agreement, and all provisions hereof, shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the parties hereto.

6. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall comprise one and the same Agreement. Delivery of a copy of this Agreement or such other document bearing an original signature by facsimile transmission, by electronic mail in "portable document format" (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

7. **Headings.** The headings of Sections herein are inserted for convenience of reference only and shall be ignored in the construction or interpretation hereof.

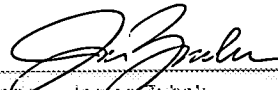
8. **Amendments.** This Agreement may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by the parties or their respective successors and assigns; provided that in the event of any conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall control.

[ *Signature page follows* ]

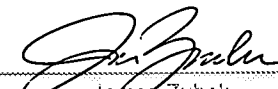
IN WITNESS WHEREOF, each party has executed this Agreement as a sealed instrument as of the date first above written.

ASSIGNEES:

RAYMARK ULC

By:   
Name: James Zubok  
Title: President

MI9 RETAIL NA CORP.

By:   
Name: James Zubok  
Title: President

ASSIGNOR:

RAYMARK XPERT BUSINESS SYSTEMS  
INC.

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each party has executed this Agreement as a sealed instrument as of the date first above written.

ASSIGNEES:

RAYMARK ULC


By: \_\_\_\_\_  
Name:  
Title:

MI9 RETAIL NA CORP.

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNOR:

RAYMARK XPRT BUSINESS SYSTEMS  
INC.

By:  \_\_\_\_\_  
Name:  
Title:

SCHEDULE A

**TRADEMARKS**

<u>COUNTRY</u>	<u>TRADEMARK</u>	<u>OWNER NAME</u>	<u>APPLICATION NUMBER</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
USA	RAYMARK	RAYMARK XPERT BUSINESS SYSTEMS INC. (Canada)	75346826	2361060	27-JUN-2000
Canada	RAYMARK	RAYMARK XPERT BUSINESS SYSTEMS INC.	850836	TMA510058	26-MAR-1999
European Community	RAYMARK	Raymark Xpert Business Systems Inc. (Canada)	647891	647891	20-MAR-2003

SCHEDULE B

DOMAIN NAMES

- raymark.com
- retailhost.com
- retaligent.com
- retaligent.info
- retaligent.net