

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM370074

<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>
Radialpoint SafeCare Inc.		11/09/2015	COMPANY: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AppDirecte Canada Inc.		
<b>Street Address:</b>	279 Rue Prince		
<b>City:</b>	Montreal, Quebec		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	H3C 3N4		
<b>Entity Type:</b>	COMPANY: CANADA		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3306510	RADIALPOINT	
<b>Registration Number:</b>	3408987	R	
<b>Registration Number:</b>	3649751	HIWIRED	
<b>Registration Number:</b>	3660050	HIWIRED	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6504936811		
<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>	650-493-9300		
<b>Email:</b>	trademarks@wsgr.com, ckahn@wsgr.com		
<b>Correspondent Name:</b>	WILSON SONSINI GOODRICH & ROSATI		
<b>Address Line 1:</b>	650 Page Mill Road		
<b>Address Line 4:</b>	Palo Alto, CALIFORNIA 94304		
<b>ATTORNEY DOCKET NUMBER:</b>	38741-900/CK9		
<b>NAME OF SUBMITTER:</b>	Matthew J. Kuykendall		
<b>SIGNATURE:</b>	/matt kuykendall/		
<b>DATE SIGNED:</b>	01/21/2016		
<b>Total Attachments: 7</b>			
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## TRADEMARK ASSIGNMENT

WHEREAS, Radialpoint SafeCare Inc., a corporation organized under the laws of the province of New Brunswick, Canada (hereinafter "Assignor"), is the owner of all right, title and interest in and to the trademarks and corresponding applications and registrations therefor as set forth on Schedule A attached hereto (collectively the "Marks").

WHEREAS, AppDirecte Canada Inc., a corporation organized under the laws of the province of Quebec, Canada (hereinafter "Assignee"), is desirous of acquiring said Marks together with the goodwill associated therewith and substantially all of the other assets of Assignor pursuant to the terms and conditions of an Asset Purchase Agreement (the "Purchase Agreement") dated as of even date herewith by and among Assignee, Assignor, Radialpoint (UK) Limited and AppDirect, Inc..

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign unto Assignee all rights, title and interest in and to the Marks together with the goodwill of the business symbolized by the Marks, the applications and registrations therefor, as well as all rights to injunctive relief, damages arising out of past infringement of the Marks or injury to the associated goodwill, and the right to sue for and recover the same in Assignee's own name. Assignor will cooperate with Assignee, at Assignee's sole costs and expenses, including performance of any reasonable actions, and the execution and delivery upon the reasonable request of Assignor of any documents necessary or appropriate to give effect to the intent and terms of this Trademark Assignment (this "Assignment"). In the event of a conflict between the terms of this Assignment and the Purchase Agreement, the Purchase Agreement shall control. The Assignor, by its execution of this Assignment, and the Assignee, by its acceptance of this Assignment, each acknowledge and agree that neither the representations and warranties nor the rights and remedies of any party under the Purchase Agreement shall be deemed to be enlarged, modified or altered in any way by this instrument.

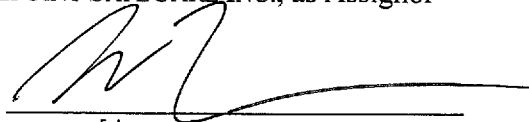
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WHEREAS, Assignee and Assignor have executed this Assignment as of the date written below.

RADIALPOINT SAFECARE INC., as Assignor

Date: November 9, 2015

By:

  
[signature]

Name:

WARREN LEITAN

Title:

President & CEO

APPDIRECTE CANADA INC., as Assignee

Date: \_\_\_\_\_, 2015

By:

\_\_\_\_\_  
[signature]

Name:

Nicolas Desmarais

Title:

Chairman

Date: \_\_\_\_\_, 2015

By:

\_\_\_\_\_  
[signature]

Name:

Daniel H. Saks

Title:

President and Treasurer

Trademark Assignment

**TRADEMARK**  
**REEL: 005713 FRAME: 0887**

WHEREAS, Assignee and Assignor have executed this Assignment as of the date written below.

RADIALPOINT SAFECARE INC., as Assignor

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPDIRECTE CANADA INC., as Assignee

Date: November 9, 2015

By: Nicolas Desmarais  
Nicolas Desmarais (Nov 6, 2015)  
[signature]

Name: Nicolas Desmarais

Title: Chairman

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
[signature]

Name: Daniel H. Saks

Title: President and Treasurer

Trademark Assignment

WHEREAS, Assignee and Assignor have executed this Assignment as of the date written below.

RADIALPOINT SAFE CARE INC., as Assignor

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
[signature]

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPDIRECTE CANADA INC., as Assignee

Date: \_\_\_\_\_, 2015

By: \_\_\_\_\_  
[signature]

Name: Nicolas Desmarais

Title: Chairman

Date: November 9, 2015

By: *Daniel Saks*  
Daniel Saks (Nov 5, 2016)  
[signature]

Name: Daniel H. Saks

Title: President and Treasurer

Trademark Assignment

**SCHEDULE A**

Trade-mark	App. No.	Reg. No.	Country	Status	Owner	In Use (yes/no)
CASERO	1163228	645,126	Canada	Registered	Radialpoint SafeCare Inc.	No
CASERO Design	1163222	645,346	Canada	Registered	Radialpoint SafeCare Inc.	No
HIWIRED	1424361	785,616	Canada	Registered	Radialpoint SafeCare Inc.	No
OPTIMAL SERVICE EXPERIENCE (OSE)	1311664	708,224	Canada	Cancelled	Radialpoint SafeCare Inc.	No
PC CURE	1334951	706,931	Canada	Registered	Radialpoint SafeCare Inc.	No
RADIALPOINT	1250304	664,225	Canada	Registered	Radialpoint SafeCare Inc.	Yes
R-POINT Logo	1250303	658,055	Canada	Registered	Radialpoint SafeCare Inc.	Yes
SECURITY ADVISOR	1331994	706,722	Canada	Cancelled	Radialpoint SafeCare Inc.	No
SERVICEPOINT AGENT	1311640	701,229	Canada	Cancelled	Radialpoint SafeCare Inc.	No
SKYFOLDER	1291829	700,691	Canada	Registered	Radialpoint SafeCare Inc.	No
SPA	1311641	705,692	Canada	Registered	Radialpoint SafeCare Inc.	No
VAS CONTAINER	1349253	712,846	Canada	Registered	Radialpoint SafeCare Inc.	No
VAS FULFILLMENT	1349255	712,845	Canada	Registered	Radialpoint SafeCare Inc.	No
VAS INTELLIGENCE	1349256	712,844	Canada	Registered	Radialpoint SafeCare Inc.	No
VAS MESSAGING	1349220	712,848	Canada	Registered	Radialpoint SafeCare Inc.	No
RADIALPOINT (China) (Class 42)	5914654	5914654	China	Registered	Radialpoint SafeCare Inc.	Yes

Trade-mark	App. No.	Reg. No.	Country	Status	Owner	In Use (yes/no)
RADIALPOINT (China) (Class 9)	5914655	5914655	China	Registered	Radialpoint SafeCare Inc.	Yes
OPTIMAL SERVICE EXPERIENCE (OSE) (CTM)	005587001	005587001	CTM	Registered	Radialpoint SafeCare Inc.	No
RADIALPOINT (CTM)	004936506	004936506	CTM	Registered	Radialpoint SafeCare Inc.	Yes
RADIALPOINT SAFECARE (CTM)	007229347	007229347	CTM	Registered	Radialpoint SafeCare Inc.	Yes
SERVICE POINT AGENT (CTM)	005587522	005587522	CTM	Registered	Radialpoint SafeCare Inc.	No
SPA (CTM)	005587498	005587498	CTM	Registered	Radialpoint SafeCare Inc.	No
OPTIMAL SERVICE EXPERIENCE (OSE) (India)	1524831		India	Pending (Instructions to Abandon)	Radialpoint SafeCare Inc.	No
RADIALPOINT (India)	1524828		India	Pending	Radialpoint SafeCare Inc.	Yes
SERVICEPOINT AGENT (India)	1524829		India	Pending (Instructions to Abandon)	Radialpoint SafeCare Inc.	No
SPA (India)	1524830		India	Pending (Instructions to Abandon)	Radialpoint SafeCare Inc.	No
OPTIMAL SERVICE EXPERIENCE (OSE) (Japan)(Class 42)	2007-9026	5191026	Japan	Registered	Radialpoint SafeCare Inc.	No
RADIALPOINT (Japan) (Class 9, 42)	2007-9027	5176011	Japan	Registered	Radialpoint SafeCare Inc.	Yes
SERVICE POINT AGENT (Japan) (Cl 9, 42)	2007-9025	5176010	Japan	Registered	Radialpoint SafeCare Inc.	No
OPTIMAL SERVICE EXPERIENCE (OSE)(U.S.)	78-948,264	3,576,274	US	Registered (Cancelled)	Radialpoint SafeCare Inc.	No
RADIALPOINT (U.S.)	78-602,004	3,306,510	US	Registered	Radialpoint SafeCare Inc.	Yes



Trade-mark	App. No.	Reg. No.	Country	Status	Owner	In Use (yes/no)
R-POINT Logo (U.S.)	78-601,999	3,408,987	US	Registered	Radialpoint SafeCare Inc.	Yes
CASERO (U.S.)	78-224,765	3,131,829	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
SECURITY ADVISOR (U.S.)	77-089,586	3,552,226	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
SERVICEPOINT AGENT (U.S.)	78-948,268	3,576,275	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
SPA (U.S.)	78-948,055	3,501,903	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
CASERO & HOUSE Design (U.S.)	78-224,755	3,254,682	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
HIWIRED (U.S.)(Class 42)	77-493,486	3,649,751	US	Registered	Radialpoint SafeCare Inc.	No
HIWIRED Design(U.S.)(Class 42)	78-675,530	3,492,628	US	<del>Registered</del> (Cancelled)	Radialpoint SafeCare Inc.	No
HIWIRED (U.S.)(Class 9)	77-493,488	3,660,050	US	Registered	Radialpoint SafeCare Inc.	No
SAFECARE (U.S.) (Nevada)	00330698	00360698	US	expired	Radialpoint SafeCare Inc.	No