

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM378842

<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>
Delta Controls Inc.		03/01/2016	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	1034043 B.C. Ltd.		
<b>Street Address:</b>	2900 - 550 Burrard Street		
<b>City:</b>	Vancouver		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V6C0A3		
<b>Entity Type:</b>	Corporation: CANADA		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85949842	DELTA CONTROLS	
<b>Registration Number:</b>	4832221	ENTELIVIZ	
<b>Registration Number:</b>	3331424	BACSPEC	
<b>Registration Number:</b>	2504394	BACSTAT	
<b>Registration Number:</b>	3641772	EARTHRIGHT	
<b>Registration Number:</b>	3641773	EARTHRIGHT	
<b>Registration Number:</b>	4415714	ENTELIBUS	
<b>Registration Number:</b>	4415715	ENTELIMESH	
<b>Registration Number:</b>	4415716	ENTELITOUCH	
<b>Registration Number:</b>	4415713	ENTELIWEB	
<b>Registration Number:</b>	4544044	ENTELIZONE	
<b>Registration Number:</b>	2809755	ORCA	
<b>Registration Number:</b>	2818760	ORCAVIEW	
<b>Registration Number:</b>	3144489	ORCAWEB	
<b>Registration Number:</b>	2843493	VIRTUAL STAT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			

CH \$390.00 85949842

**Phone:** 650-798-6746  
**Email:** pltrademarks@klgates.com  
**Correspondent Name:** Britt L. Anderson  
**Address Line 1:** 925 4th Ave. Ste. 2900  
**Address Line 4:** Seattle, WASHINGTON 98104

<b>NAME OF SUBMITTER:</b>	Britt L. Anderson
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<b>SIGNATURE:</b>	/ Britt L. Anderson /
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<b>DATE SIGNED:</b>	03/31/2016
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**Total Attachments: 5**

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## TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT is made as of March 1<sup>st</sup> 2016,

BETWEEN:

**DELTA CONTROLS INC.**, a company incorporated under the laws of British Columbia, having an office at 17850 – 56th Avenue, Surrey, British Columbia, V3S 1C7

(the “**Assignor**”)

AND:

**1034043 B.C. LTD.**, a company incorporated under the laws of British Columbia, having its registered and records office at 2900 - 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(the “**Assignee**”)

(the Assignor and the Assignee are hereinafter sometimes collectively referred to as the “**Parties**” and individually as a “**Party**”)

WHEREAS:

- A. The Assignor is the owner of certain trade-marks relating to the Business (the “**Trade-Marks**”), including without limitation the trade-marks listed in the attached Schedule “A” to this Agreement;
- B. Pursuant to an Amended and Restated Asset Purchase Agreement made as of March 1, 2016 amongst the Assignee, the Assignor, Faro Consulting Inc., STS Software Inc., Neo Concepts Inc. and 0813650 B.C. Ltd., (the “**Purchase Agreement**”), the Assignor has agreed to sell and the Assignee has agreed to purchase the Assets, effective the Effective Time, free and clear of all Encumbrances other than the Permitted Encumbrances; and
- C. Any capitalized terms used herein but not defined shall have the meaning given to them in the Purchase Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES, that in pursuance of the said Purchase Agreement, and in exchange for the Purchase Price now paid by the Assignee to the Assignor, at or before the sealing and delivery of these presents:

1. **Purchase Agreement Prevails.** This Agreement is made pursuant to and subject to the provisions of the Purchase Agreement and in the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions hereof, the terms and conditions of the Purchase Agreement shall prevail.

2. **Purchase Agreement Applies** The representations, warranties, terms, conditions, covenants, limitations and indemnities relating to the Trade-Marks made by the Parties to this Agreement in the Purchase Agreement apply to this Agreement, *mutatis mutandis*.
3. **Assignment.** The Assignor hereby assigns, sells and transfers to the Assignee, for the Assignee's benefit and the benefit of its successors and assigns, all of Assignor's worldwide rights, title and interest in and to the Trade-Marks, including, without limitation, all common law rights and the goodwill associated with the Trade-Marks in Canada, the United States, Germany, the United Kingdom and the European Union and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-Marks and to receive registrations therefore. The Assignor agrees not to oppose any application by the Assignee for the Trade-Marks in any country.
4. **Commitments.** Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Assignor does not have any other right, title and interest in and to the Trade-Marks and any applications or registrations in respect thereof.
5. **Modification.** This Agreement, together with the Purchase Agreement, constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.
6. **Binding Agreement.** The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.
7. **Counterparts.** This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto. Delivery of a signed counterpart by fax, email or other electronic means capable of producing a printed copy including delivery in portable document format (".pdf") shall be considered effective delivery and equally effective as delivery of a manually executed counterpart hereof.
8. **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be referred to the courts of the Province of British Columbia, which will have jurisdiction, and each Party irrevocably submits to the jurisdiction of such courts.
9. **Severability.** If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have executed this Agreement with effect as of the day and year first above written.

**DELTA CONTROLS INC.**

Per: 




Name: Brian Goodchild  
Title: President

**1034043 B.C. LTD.**

Per: 

Name: Raymond F. Rae  
Title: Vice President

**SCHEDULE "A"**

<b>Trade-mark</b>	<b>Jurisdiction of Registration</b>	<b>Application Number</b>	<b>Registration Number</b>
ENELIBRIDGE	CANADA	1686651	TMA914340
ENELICORE	CANADA	1686650	TMA914339
ENELICLOUD	CANADA	1633194	TMA898762
EARTHRIGHT	CANADA	1356918	TMA717541
ENELIBUS	CANADA	1459245	TMA782054
ENELIMESH	CANADA	1459247	TMA782053
ENELISTAT	CANADA	1459249	TMA782052
ENELITOUCH	CANADA	1459250	TMA782051
ENELIVIZ	CANADA	1590947	TMA876838
ENELIWEB	CANADA	1459251	TMA782050
ENELIZONE	CANADA	1459252	TMA849529
DELTA CONTROLS & Design (Color) 	UNITED STATES	85949842	Pending
ENELIVIZ	UNITED STATES	85833041	4832221
BACSPEC	UNITED STATES	78701397	3331424
BACSTAT	UNITED STATES	76191116	2504394
EARTHRIGHT	UNITED STATES	77300004	3641772
EARTHRIGHT	UNITED STATES	77300012	3641773
ENELIBUS	UNITED STATES	85657109	4415714
ENELIMESH	UNITED STATES	85657116	4415715
ENELITOUCH	UNITED STATES	85657119	4415716
ENELIWEB	UNITED STATES	85657104	4415713
ENELIZONE	UNITED STATES	85657125	4544044
ORCA	UNITED STATES	76321844	2809755
ORCAVIEW	UNITED STATES	76323000	2818760
ORCAWEB	UNITED STATES	78583013	3144489
VIRTUAL STAT	UNITED STATES	76311573	2843493
DELTA CONTROLS & Design (Color) 	GERMANY	30461547.1	30461547
DELTA CONTROLS & Design (Colour) 	UNITED KINGDOM	2376696	2376696

<b>Trade-mark</b>	<b>Jurisdiction of Registration</b>	<b>Application Number</b>	<b>Registration Number</b>
ENTELIBUS	EUROPEAN UNION	009042425	009042425
ENTELIMESH	EUROPEAN UNION	009042409	009042409
ENTELIWEB	EUROPEAN UNION	009042417	009042417
ENTELIZONE	EUROPEAN UNION	009042433	009042433