

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM393337

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CALLIDUS CAPITAL CORPORATION		03/30/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	CATALYST FUND GENERAL PARTNERSHIP III INC.		
Street Address:	181 BAY ST., WELLINGTON TOWER		
Internal Address:	BROOKFIELD PLACE, SUITE 4620		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: ONTARIO		
Name:	CATALYST FUND GENERAL PARTNERSHIP IV INC.		
Street Address:	181 BAY ST., WELLINGTON TOWER		
Internal Address:	BROOKFIELD PLACE, SUITE 4620		
City:	TORONTO		
State/Country:	CANADA		
Postal Code:	M5J 2T3		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3295227	VERNON COMPUTER SOURCE FLEXIBILITY. GUAR	
Registration Number:	3830850	PARTSTOCK COMPUTER	
Registration Number:	3232946	OPTIONS CONTINUATION PROGRAM	
Registration Number:	2405552	I.T. XCHANGE	
Registration Number:	3764181	BLUERANGE TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	7346231625		
<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:	734-623-1698		
Email:	nzemgulis@dickinsonwright.com		
TRADEMARK			

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Correspondent Name: John C. Blattner
Address Line 1: 350 S. Main St.
Address Line 2: Suite 300
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER: 57558-1

DOMESTIC REPRESENTATIVE

Name: JOHN C. BLATTNER - DICKINSON WRIGHT
PLLC
Address Line 1: 350 S. MAIN STREET
Address Line 2: SUITE 300
Address Line 4: ANN ARBOR, MICHIGAN 48104

DOMESTIC REPRESENTATIVE

Name: JOHN C. BLATTNER - DICKINSON WRIGHT
PLLC
Address Line 1: 350 S. MAIN STREET
Address Line 2: SUITE 300
Address Line 4: ANN ARBOR, MICHIGAN 48104

NAME OF SUBMITTER: JOHN C. BLATTNER

SIGNATURE: /JOHN C. BLATTNER/

DATE SIGNED: 08/01/2016

Total Attachments: 3

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ASSIGNMENT AGREEMENT

ASSIGNMENT AGREEMENT (this "Agreement"), dated as of March 30, 2016, among Callidus Capital Corporation (the "Assignor"), Catalyst Fund General Partnership III Inc. on behalf of Catalyst Fund Limited Partnership III ("Fund III") and Catalyst Fund General Partnership IV Inc. on behalf of Catalyst Fund Limited Partnership IV (together with Fund III, the "Assignee")

WHEREAS the Assignor has provided certain monies to Xchange Technology Group LLC ("XTG") as more fully set out in Schedule "1" annexed hereto (the "Position") and wishes to monetize the Position by transferring it to the Assignee on the terms and conditions contained herein;

AND WHEREAS the aggregate amount of the Position, including the principal amount of any debt comprising the Position and interest accrued thereon, outstanding at the date of this Agreement, including all documents and agreements related to such Position and any security granted with respect thereto, is as set forth in Schedule "1" annexed hereto;

NOW THEREFORE, in consideration of the payment to the Assignor by the Assignee of the amount set out in Schedule "1" annexed hereto and other good and valuable consideration (the receipt of sufficiency of which are hereby acknowledged by the Assignor), the parties hereto agree as follows:

1. Assignment

The Assignor hereby assigns and transfers to the Assignee, absolutely, free and clear of all encumbrances, all of the right, title and interest of the Assignor in and to:

- (a) the Position, including without limitation, any equity interest in XTG acquired in connection therewith and all rights to enforce, collect and give acquittances for any debt comprising the Position (including the principal amount thereof, interest accrued or hereafter accruing thereon and any fees or expenses chargeable to the Position or in connection therewith);
- (b) all of the evidence of indebtedness held by the Assignor, including any promissory note, agreement, instrument, invoice or document given by XTG to the Assignor or entered into between XTG and the Assignor related to the Position; and
- (c) any security interest (including personal guarantees in connection with the Position) and all other documents related to any transactions between XTG and the Assignor related to the Position.

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2. Non-Serviced Basis

The Assignee acknowledges that the Position is being assigned on a non-serviced basis and, as such, the Assignor will have no continuing obligation after the assignment thereof to act as servicer in connection with the Position.

3. Further Assurance

Each party to this Agreement shall, at its own expense, do and execute, or arrange for the doing and executing of, each necessary act, document and thing reasonable within its power and as may be reasonably requested of it to implement this Agreement.

4. Counterparts

This Agreement may be executed in any number of counterparts, and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart by facsimile or electronic transmissions shall be as effective as delivery of an original executed counterpart.

5. Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

6. Governing Law

This Agreement shall be interpreted and construed in accordance with and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein.


[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as the day and year first written above.

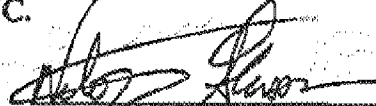
CALLIDUS CAPITAL CORPORATION

By: 
Name: David Reese
Title: President & Chief Operating Officer

**CATALYST FUND LIMITED
PARTNERSHIP III, by its General Partner,
CATALYST FUND GENERAL PARTNER
III INC.**

By: 
Name: Newton Glassman
Title: President, CEO

**CATALYST FUND LIMITED
PARTNERSHIP IV, by its General Partner,
CATALYST FUND GENERAL PARTNER
IV INC.**

By: 
Name: Newton Glassman
Title: President, CEO