

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457635

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Argus I Cunningham		12/07/2017	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Groupe Sharegate Inc.		
Street Address:	1751 rue Richardson		
Internal Address:	Suite 5400		
City:	Montreal		
State/Country:	CANADA		
Postal Code:	H3K1G6		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4154608	SHAREGATE	
CORRESPONDENCE DATA			
Fax Number:	2126971559		
<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:	(212) 696-6140		
Email:	trademark@curtis.com		
Correspondent Name:	Michael R. Graif		
Address Line 1:	101 Park Avenue		
Address Line 2:	34th Floor		
Address Line 4:	New York, NEW YORK 10178		
NAME OF SUBMITTER:	Michael R. Graif		
SIGNATURE:	/Michael R. Graif/		
DATE SIGNED:	01/11/2018		
Total Attachments: 2			
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OP \$40.00 4154608

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement ("Trademark Assignment"), is entered into effective the 7th day of December, 2017 (the "Effective Date"), by Argus I Cunningham, an individual citizen of the United States with a mailing address of Box 817, FPO AE 09622, Italy ("Assignor"), in favor of Groupe Sharegate Inc., a corporation organized under the laws of Quebec, Canada, with an address of 1751 rue Richardson, Suite 5400, Montreal, Quebec, Canada H3K1G6 ("Assignee").

WHEREAS Assignor is the owner of United States Trademark Registration No. 4,154,608 for the mark SHAREGATE for "Providing a website featuring technology that facilitates shareholders' electronic communication and social media interaction for the purpose of improving corporate governance oversight; Providing on-line non-downloadable software that facilitates shareholders' electronic communication and social media interaction for the purpose of improving corporate governance oversight" in International Class 042 and United States Classes 100 and 101 (the "SHAREGATE Registration"); and

WHEREAS Assignee desires that Assignor transfer all right, title, and interest in the SHAREGATE Registration to Assignee,

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby agree as follows:

1. **Assignment.** Assignor does hereby sell, assign, transfer, and set over unto Assignee all of Assignor's right, title, and interest in and to the SHAREGATE Registration, together with the goodwill of the business symbolized thereby and all common law rights to the SHAREGATE mark, any and all claims, demands, or rights of action which Assignor has or might have by reason of any infringement of the SHAREGATE Registration or common law rights to the SHAREGATE mark prior to the Effective Date, together with the right to prosecute such claims, demands, or rights of action, and to retain any recovery obtained thereby.
2. **Recordation and Further Actions.** Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor does hereby agree to cooperate with Assignee and take all such action as may be necessary to assign from Assignor to Assignee the SHAREGATE Registration, including, without limitation, the full and complete execution of any form that may be required to accomplish the same result, and to take all action necessary to ensure that the said SHAREGATE Registration is transferred to and stands in the name of Assignee.
3. **Successors and Assigns.** This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Governing Law.** This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the Effective Date.

ARGUS I. CUNNINGHAM

By: /Argus I. Cunningham/

Name: Argus I. Cunningham

Title: Owner

AGREED TO AND ACCEPTED:

GROUPE SHAREGATE, INC.

By: *Catherine Ouellet Dupuis*

Name: Catherine Ouellet Dupuis

Title: General Counsel