

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM498461

<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>
Leonardo Worldwide Corporation		11/15/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Gary Jonas Computing Ltd.		
<b>Street Address:</b>	8133 Warden Avenue, Suite 400		
<b>City:</b>	Markham, Ontario		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L6G 1B3		
<b>Entity Type:</b>	Corporation: ONTARIO		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3652402	VSCAPE	
<b>Registration Number:</b>	3652401	VSCAPE	
<b>Registration Number:</b>	2465648	MEDIABANK	
<b>Registration Number:</b>	2465647	MEDIABANK	
<b>Serial Number:</b>	86730449	LEONARDO	
<b>Serial Number:</b>	86827778	VIZLLY	
<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>		
<b>Phone:</b>	9057608776x225		
<b>Email:</b>	cschneider@mblaw.ca		
<b>Correspondent Name:</b>	Cory Schneider		
<b>Address Line 1:</b>	64 Jardin Drive, Unit 4		
<b>Address Line 4:</b>	Concord, Ontario, CANADA L4K 3P3		
<b>NAME OF SUBMITTER:</b>	Cory Schneider		
<b>SIGNATURE:</b>	/Cory Schneider/		
<b>DATE SIGNED:</b>	11/16/2018		

OP \$165.00 3652402

**Total Attachments: 7**

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## **ASSIGNMENT OF TRADEMARKS AND TRADEMARK REGISTRATION RIGHTS**

This Assignment of Trademarks and Trademark Registration Rights (the “**Assignment**”), is between Leonardo Worldwide Corporation, a corporation incorporated under the laws of Canada (the “**Vendor**”), and Gary Jonas Computing Ltd., a corporation incorporated under the laws of the Province of Ontario (the “**Purchaser**”).

**WHEREAS**, the Vendor is the owner of the trademarks LEONARDO, VBROCHURE, LEONARDO & DESIGN, VSCAPE, VIZLLY, VFM LEONARDO & DESIGN, THE POWER OF RICH MEDIA. IN ALL THE RIGHT PLACES., PhotoFlicks, VNETWORK, VCONCIERGE, VSCAPE, MEDIABANK, as well as various common law trademarks (collectively, the “**Trademarks**”), and the domain names leonardo.com and vizlly.com (the “**Domain Names**”);

**WHEREAS**, the Vendor is the owner of the Trademarks and the Canadian and United States federal trademark registrations (the “**Registered Trademarks**”) set forth on the attached Exhibit A as well as the owner of the Domain Names listed on Exhibit A; and

**WHEREAS**, pursuant to the intellectual property purchase agreement dated October 25, 2018 (the “**Purchase Agreement**”) between the Vendor and the Purchaser, the Purchaser will purchase, and the Vendor will sell to the Purchaser, all of the Vendor’s right, title and interest in and to, among other assets, all trademarks, trade-names, service marks, brand names, logos, web site domain names or the like owned by the Vendor and used in the Vendor’s software products and the Vendor’s business, including without limitation, the Trademarks, the Registered Trademarks, the Domain Names, and all applications, registrations, renewals, modifications and extensions of such trademarks and domain names (including account IDs and passwords as necessary to permit the Vendor to administer the Domain Names).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

The Vendor hereby assigns, unto the Purchaser and its successors and assigns, effective as of the date hereof, the Vendor’s entire right, title and interest in and to the Trademarks, the Registered Trademarks, the Domain Names and all rights enuring from the use of any of the foregoing, including all goodwill associated therewith and all renewals thereof.

Subject to the limitations restricting the Purchaser from bringing a claim seeking indemnification for a breach of representations and warranties as set forth in (i) section 5.2 of the Purchase Agreement and (ii) section 4.2 of the share purchase agreement dated November 15, 2018 between, inter alia, the Vendor and the Purchaser, the Vendor hereby represents and warrants as follows: (a) the Vendor is the legal and beneficial owner of the Trademarks, the Registered Trademarks, the Domain Names and all rights enuring from the use of any of the foregoing, including all goodwill associated therewith and all renewals thereof, with good and marketable title thereto, free and clear of any pledge, lien, charge, encumbrance or security interest of any kind and the Vendor has the power and authority and right to assign the right title and interest therein in accordance with the terms of this Assignment; (b) the Vendor has full corporate power, authority and legal right to execute this Assignment to perform and observe the

terms and provisions hereof; and (c) there are no proceedings pending or, to the knowledge of the Vendor, threatened, that (i) allege a claim of infringement of the Trademarks, the Registered Trademarks or the Domain Names or (ii) challenge the legality, validity, enforceability or ownership of the Trademarks, the Registered Trademarks or the Domain Names.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon and shall inure to the benefit of the Vendor and the Purchaser and their respective successors and assigns.

The Vendor will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all further acts, documents and things as the Purchaser may reasonably request from time to time for the purpose of giving effect to this instrument, and will take all reasonable steps within its power to implement the provisions of this instrument.

This instrument will be governed by and construed in accordance with the laws of the Province of Ontario without giving effect to any conflict of law provisions thereof.

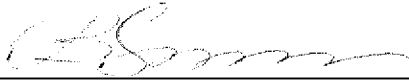
This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile or other means of electronic transmission (i.e., PDF) shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[The remainder of this page has deliberately been left blank. Signature page follows.]

IN WITNESS WHEREOF, the Vendor and the Purchaser have caused their respective duly authorized officers to execute and deliver this instrument as of this 15th day of November, 2018 .

**PURCHASER:**

**GARY JONAS COMPUTING LTD.**

By:   
Name: Barry Symms  
Title: Chief Executive Officer

**VENDOR:**

**LEONARDO WORLDWIDE  
CORPORATION**

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

IN WITNESS WHEREOF, the Vendor and the Purchaser have caused their respective duly authorized officers to execute and deliver this instrument as of this 15th day of November, 2018.

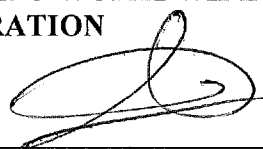
**PURCHASER:**

**GARY JONAS COMPUTING LTD.**

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

**VENDOR:**

**LEONARDO WORLDWIDE  
CORPORATION**

By:  \_\_\_\_\_  
Name: *TAWFIQ ARAFAT*  
Title: *EXECUTIVE CHAIRMAN*

## EXHIBIT A

### Registered Trademarks

Country	Owner	Trademark	App./Ser. No.	Registration No.	Date of Reg.	Exp. Date
Canada	Leonardo Worldwide Corporation	VBROCHURE	1524060	TMA841493	1-29-2013	1-29-2028
Canada	Leonardo Worldwide Corporation	LEONARDO Des.	1671405	TMA908066	9-7-2015	9-7-2030
United States	Leonardo Worldwide Corporation	LEONARDO Des.	86730449	Pending		
Canada	Leonardo Worldwide Corporation	VSCAPE	1253378	TMA666209	06-16-2006	06-16-2021
United States	Leonardo Worldwide Corporation	VSCAPE	77496128	3652402	7-7-2009	7-7-2019
United States	Leonardo Worldwide Corporation	VSCAPE	77496116	3652401	7-7-2009	7-7-2019
Canada	Leonardo Worldwide Corporation	VIZLLY	1743593	TMA949984	09-21-2016	09-21-2031
United States	Leonardo Worldwide Corporation	VIZLLY	86827778	Pending		
Canada	Leonardo Worldwide Corporation	VFM LEONARDO	1522629	TMA869156	01-16-2014	01-16-2029
Canada	Leonardo Worldwide Corporation	THE POWER...	1261289	TMA671784	08-31-2006	08-31-2021
Canada	Leonardo Worldwide Corporation	PhotoFlicks	1236493	TMA661403	03-24-2006	03-24-2021
Canada	Leonardo Worldwide Corporation	VNETWORK	1524061	TMA841765	01-30-2013	01-30-2028
Canada	Leonardo Worldwide Corporation	VCONCIERGE	1524066	TMA851608	05-24-2013	05-24-2028
United States	Leonardo Worldwide Corporation	MEDIABANK	76061977	2465648	3-7-2001	3-7-2021
United States	Leonardo Worldwide Corporation	MEDIABANK	76061971	2465647	3-7-2001	3-7-2021

### Common Law Trademarks:

- Mona Lisa

Domain	Registrant Name	Registrant Organization
awsleodev.com	Leonardo Webmaster	Leonardo Worldwide Corporation
awsleotest.com	Leonardo Webmaster	Leonardo Worldwide Corporation
dc01-prod-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
distributionbank.com	Leonardo Webmaster	Leonardo Worldwide Corporation
env01-leo-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
env02-leo-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
env03-leo-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
fhrame.com	Leonardo Webmaster	Leonardo Worldwide Corporation
fhrames.com	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelmerchandising.co	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelmerchandising.com	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelmerchandising.mobi	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelmerchandising.net	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelmerchandising.xyz	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelvideotelevision.com	Leonardo Webmaster	Leonardo Worldwide Corporation
hotelvtv.com	Leonardo Webmaster	Leonardo Worldwide Corporation
internalwebbuilder.com	Leonardo Webmaster	Leonardo Worldwide Corporation
johnsbostonbayhotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation

Domain	Registrant Name	Registrant Organization
johnsdundassquarehotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leo-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leo-local.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leo-ops.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardo.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardocloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardocontentcloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardodemos.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardotravelbooks.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardovfm.com	Leonardo Webmaster	Leonardo Worldwide Corporation
leonardoworldwide.com	Leonardo Webmaster	Leonardo Worldwide Corporation
madisonhoteldemo.com	Leonardo Webmaster	Leonardo Worldwide Corporation
mediabanktravel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
mezzocontentcloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
mikepetrohotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelphotos.com	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelphotos.net	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpics.biz	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpics.com	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpics.net	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpics.org	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpix.biz	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpix.com	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpix.net	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelpix.org	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelqa.ca	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelqa.co.uk	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelvideos.net	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelvirtualtours.com	Leonardo Webmaster	Leonardo Worldwide Corporation
myhotelvirtualtours.net	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflickexpress.co	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflickexpress.com	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflickexpress.mobi	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflicks.co	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflicks.mobi	Leonardo Webmaster	Leonardo Worldwide Corporation
photoflicksexpress.com	Leonardo Webmaster	Leonardo Worldwide Corporation
prod-cloud.com	Leonardo Webmaster	Leonardo Worldwide Corporation
rebeccashotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
seanshotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation



Domain	Registrant Name	Registrant Organization
storyboxdms.com.	Leonardo Webmaster	Leonardo Worldwide Corporation
storybx.com.	Leonardo Webmaster	Leonardo Worldwide Corporation
thewritersnookhotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
traveldistributionbank.com	Leonardo Webmaster	Leonardo Worldwide Corporation
travelmediabank.com	Leonardo Webmaster	Leonardo Worldwide Corporation
valerieshotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vanesharamsayhotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vbrochure.co	Leonardo Webmaster	Leonardo Worldwide Corporation
vbrochure.mobi	Leonardo Webmaster	Leonardo Worldwide Corporation
vfm-interactive.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfm-leonardo.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmi.com.	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmi.info	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmi.net	Leonardo Webmaster	Leonardo Worldwide Corporation
vfminteractive.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfminteractive.net	Leonardo Webmaster	Leonardo Worldwide Corporation
vfml.tv.	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlcommunications.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.co	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.mobi	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.net	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.tel	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlleonardo.tv	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmlmarketing.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vfmltest.com.	Leonardo Webmaster	Leonardo Worldwide Corporation
visualfrenzy.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vizlly-staging.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vizlly.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vizllyalerts.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vizllydemoforwidgets.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vizllyhoteldemo.com	Leonardo Webmaster	Leonardo Worldwide Corporation
vscape.co	Leonardo Webmaster	Leonardo Worldwide Corporation
vscape.io	Leonardo Webmaster	Leonardo Worldwide Corporation
VSCAPE.NET	Leonardo Webmaster	Leonardo Worldwide Corporation
wendyshotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation
williamsunhotel.com	Leonardo Webmaster	Leonardo Worldwide Corporation