

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM509416

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	12/01/2018		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leonardo Worldwide Corporation		12/01/2018	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	Gary Jonas Computing Ltd.		
Street Address:	8133 Warden Avenue, Suite 400		
City:	Markham, Ontario		
State/Country:	CANADA		
Postal Code:	L6G 1B3		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87547970	LEONARDO	
CORRESPONDENCE DATA			
Fax Number:			
<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:	9057608773 x225		
Email:	cschneider@mblaw.ca		
Correspondent Name:	Cory Schneider		
Address Line 1:	64 Jardin Drive, Unit 4		
Address Line 4:	Concord, Ontario, CANADA L4K 3P3		
ATTORNEY DOCKET NUMBER:	19-10372		
NAME OF SUBMITTER:	Cory Schneider		
SIGNATURE:	/Cory Schneider/		
DATE SIGNED:	02/08/2019		
Total Attachments: 17			
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5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - Amalgamation Agreement / Convention de fusion :

The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.
 Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :

The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.
 Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

Gary Jonas Computing Ltd.

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Gary Jonas Computing Ltd.	001879828	2018	11	28
Leonardo Worldwide Corporation	005006149	2018	11	28

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

The Corporation is authorized to issue an unlimited number of common shares and an unlimited number of Preferred "A" shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

See attached pages 4A to 4E, inclusive.

The rights, privileges, restrictions and conditions attaching to the common shares and Preferred "A" shares are as follows:

1. COMMON SHARES

- (a) **Dividends.** The holders of the common shares will be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the common shares, the board of directors may in its sole discretion declare dividends on the common shares to the exclusion of any other class of shares of the Corporation.
- (b) **Participation upon Liquidation, Dissolution or Winding Up.** In the event of the liquidation, dissolution or winding up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding up its affairs, the holders of the common shares will, subject to the rights of the holders of any other class of shares of the Corporation entitled to receive assets of the Corporation upon such a distribution in priority to or concurrently with the holders of the common shares, be entitled to participate in the distribution. Such distribution will be made in equal amounts per share on all the common shares at the time outstanding without preference or distinction.
- (c) **Voting Rights.** The holders of the common shares will be entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation and to one vote in respect of each common share held at all such meetings.

2. PREFERRED "A" SHARES

- (a) **Voting Rights.** Except when entitled to by law, the holders of the Preferred "A" shares shall not be entitled to receive notice of, or to attend at, any meetings of the shareholders of the Corporation, and will not be entitled to vote at any such meetings.
- (b) **Dividends.** The holders of the Preferred "A" shares shall be entitled to receive dividends if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable in such manner as the board of directors may from time to time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or concurrently with the holders of the Preferred "A" shares, the board of directors may in its sole discretion declare dividends on the Preferred "A" shares to the exclusion of any other class of shares of the Corporation.

- (c) **Participation Upon Liquidation, Dissolution or Winding Up.** In the event of a liquidation, dissolution or winding-up of the Corporation or other distribution of the assets of the Corporation among its shareholders for the purposes of winding up its affairs, whether voluntary or involuntary, each holder of Preferred "A" shares shall be entitled to receive the Preferred A Redemption Amount (as hereinafter defined) in respect of that share, before any amounts shall be paid or any property or assets of the Corporation distributed to the holders of any Common shares, or shares of any other class ranking junior to the Preferred "A" shares. After payment to the holders of the Preferred "A" shares of the amounts so payable to them as above provided, they shall not be entitled to share in any further distribution of the property or assets of the Corporation.
- (d) **Redemption at the Option of the Holder.** The holders of the Preferred "A" shares shall be entitled to require the Corporation to redeem, subject to the requirements of the Ontario *Business Corporations Act*, as now enacted or as the same may from time-to-time be amended, re-enacted or replaced, at any time or times, all or any of the Preferred "A" shares registered in the name of such holder on the books of the Corporation by tendering to the Corporation at its registered office a share certificate or certificates representing the Preferred "A" shares which the registered holder desires to have the Corporation redeem together with a request in writing specifying (i) that the holder desires to have the Preferred "A" shares represented by such certificate or certificates redeemed by the Corporation and, if part only of the shares represented by such certificate or certificates is to be redeemed, the number thereof so to be redeemed, and (ii) the business day (hereinafter referred to as the "**Redemption Date**") on which the holder desires to have the Corporation redeem such Preferred "A" shares. The Redemption Date shall not be less than 21 days (or such shorter period as the Corporation may consent) after the day on which the request in writing is given to the Corporation. Upon receipt of a share certificate or certificates representing the Preferred "A" shares which the registered holder desires to have the Corporation redeem, together with such request, the Corporation shall, on the Redemption Date, redeem such Preferred "A" shares by paying to such registered holder the amount equal to the Preferred A Redemption Price (as hereinafter defined), plus all declared and unpaid dividends thereon, the whole constituting and being herein referred to as the "**Preferred A Redemption Amount**" for each such Preferred "A" share being redeemed. Such payment will be made by means of immediately available funds, or, with the consent of the holder, by the issuance to the holder of a promissory note of the Corporation payable upon demand without interest. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance will be issued at the expense of the Corporation. The said Preferred "A" shares will be redeemed on the Redemption Date and from and after the Redemption Date the holder of such shares will cease to be entitled to dividends and will not be entitled to exercise any of the rights of a holder of Preferred "A" shares in respect thereof unless payment of the Preferred A Redemption Amount is not made on the Redemption Date, in which event the rights of the holder of the said Preferred "A" shares will remain unaffected.

- (e) **Redemption at the Option of the Corporation.** The Corporation may, upon giving notice as hereinafter provided, redeem at any time the whole or from time to time any part of the then outstanding Preferred "A" shares on payment of an amount for each share to be redeemed equal to the Preferred A Redemption Amount. In the case of redemption of Preferred "A" shares under the provisions of this clause, the Corporation will at least 21 days (or, if all of the holders of the Preferred "A" shares to be redeemed consent, such shorter period to which they may consent) before the date specified for redemption mail (or, with the consent of any particular holder, otherwise deliver) a notice in writing of the intention of the Corporation to redeem such Preferred "A" shares to each person who at the record date for the determination of shareholders entitled to receive notice is a holder of Preferred "A" shares to be redeemed. Such notice will (subject to the consent of any particular holder referred to above) be mailed by letter, postage prepaid, addressed to each such holder at the holder's address as it appears on the records of the Corporation or in the event of the address of any such holder not so appearing then to the last known address of such holder; provided, however, that accidental failure to give any such notice to one or more of such holders will not affect the validity of such redemption. Such notice will set out the Preferred A Redemption Amount and the date on which redemption is to take place and if part only of the shares held by the person to whom it is addressed is to be redeemed the number thereof so to be redeemed. On or after the date so specified for redemption, the Corporation will pay or cause to be paid to or to the order of the holders of the Preferred "A" shares to be redeemed the Preferred A Redemption Amount thereof on presentation and surrender at the registered office of the Corporation or any other place designated in such notice of the certificates representing the Preferred "A" shares called for redemption. Such payment will be made by means of immediately available funds, or, with the consent of any particular holder, by the issuance to such holder of a promissory note of the Corporation payable upon demand without interest. If a part only of the shares represented by any certificate are redeemed a new certificate for the balance will be issued at the expense of the Corporation. From and after the date specified for redemption in any such notice the holders of the Preferred "A" shares called for redemption will cease to be entitled to dividends and will not be entitled to exercise any of the rights of holders of Preferred "A" shares in respect thereof unless payment of the Preferred A Redemption Amount is not made upon presentation of certificates in accordance with the foregoing provisions, in which case the rights of the holders of the said Preferred "A" shares will remain unaffected. The Corporation will have the right at any time after the mailing (or delivery, as the case may be) of notice of its intention to redeem any Preferred "A" shares to deposit the Preferred A Redemption Amount of the shares so called for redemption or of such of the said shares represented by certificates as have not at the date of such deposit been surrendered by the holders thereof in connection with such redemption to a special account in any chartered bank or in any trust company in Canada, named in such notice, to be paid without interest to or to the order of the respective holders of such Preferred "A" shares called for redemption upon presentation and surrender to such bank or trust company of the certificates

representing the same, and upon such deposit being made or upon the date specified for redemption in such notice, whichever is the later, the Preferred "A" shares in respect whereof such deposit has been made will be redeemed and the rights of the holders thereof after such deposit or such redemption date, as the case may be, will be limited to receiving without interest their proportionate part of the total Preferred A Redemption Amount so deposited against presentation and surrender of the said certificates held by them respectively and any interest allowed on such deposit will belong to the Corporation.

- (f) **Preferred A Redemption Amount:** In these articles, the term "**Preferred A Redemption Price**" in respect of each Preferred "A" share means the fair market value of the property (including any issued share of the Corporation exchanged for that Preferred "A" share) received by the Corporation in exchange for the Corporation issuing that Preferred "A" share as full or partial consideration for such property (the "**Preferred A Transferred Property**") computed as at the date such Preferred "A" share was issued, net of the fair market value of any other consideration given by the Corporation for the Preferred A Transferred Property, and computed on a per share basis (the "**Preferred A Net Transferred Property Value**"). The board of directors of the Corporation, acting in good faith, shall determine the Preferred A Net Transferred Property Value by resolution on the date such Preferred "A" share is issued and subject to any adjustment determined in accordance with clause f(i) below, such determination by the board of directors of the Corporation pursuant to these articles shall be conclusive at law and in equity as against all persons (including, without limitation, the Corporation, its creditors, trustees or other representatives and all shareholders of the Corporation, and their respective successors and assigns).
- (i) In the event that: (A) any taxation authority having jurisdiction makes a determination that is not contested by the Corporation or is agreed upon by the Corporation in settling any tax proceeding, or there is otherwise a final and non-appealable determination by a court or other body that is binding on the Corporation, that the Preferred A Net Transferred Property Value is less than (or greater than) the fair market value of the Preferred A Transferred Property, net of the fair market value of any other consideration given by the Corporation for such Preferred A Transferred Property; or (B) the board of directors of the Corporation determine by resolution (based on financial or other information not available on the date the Preferred "A" share was issued) that the Preferred A Net Transferred Property Value is less than (or greater than) the fair market value of the Preferred A Transferred Property, net of the fair market value of any other consideration given by the Corporation for such Preferred A Transferred Property, then, in any such event, the Preferred A Net Transferred Property Value will be automatically adjusted *nunc pro tunc* to conform with such net fair market value as finally determined and the Preferred A Net Transferred Property Value as so adjusted will be deemed to be and always to have been the Preferred A Net Transferred Property Value as of and with effect from the issuance of such Preferred "A" share.

- (ii) If at any time there is an adjustment to the Preferred A Net Transferred Property Value in respect of any Preferred "A" share in accordance with clause f(i) above, then (regardless of whether any or all of the Preferred "A" shares are then held by their original holders, and regardless of whether any or all of the Preferred "A" shares are then outstanding):
- A. if such Preferred "A" share has been redeemed or otherwise acquired by the Corporation, or for any other reason is no longer issued and outstanding, then the appropriate adjustments will be made between the parties, namely, either (A) the Corporation (or its successors or assigns) will pay to the last registered holder of that Preferred "A" share the Preferred A Redemption Price, as adjusted, less the amount previously paid to that holder upon the redemption or other acquisition of that Preferred "A" share by the Corporation, or (B) the last registered holder of that Preferred "A" share will repay to the Corporation (or its successors or assigns) the amount previously paid to that holder upon the redemption or other acquisition of that Preferred "A" share by the Corporation less the Preferred A Redemption Price, as adjusted, depending on whether the Preferred A Redemption Price, as adjusted, exceeds or is less than the amount previously paid to that holder upon the redemption or other acquisition of that Preferred "A" share; and
 - B. to the greatest extent practicable, the Corporation and the holder of such Preferred "A" share, and their respective successors and assigns, will make all other adjustments and take all steps as may be required as a result of such adjustment to the Preferred A Redemption Price, such adjustments to be effective retroactively, *nunc pro tunc*, as of the date of issue of such Preferred "A" share.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No share in the capital of the Corporation shall be transferred without the consent of the directors expressed by the votes of a majority of the directors at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

No security of the Corporation, other than a non-convertible debt security, may be transferred without the consent of:

- (a) the board of directors of the Corporation, expressed by a resolution duly passed at a meeting of the directors;
- (b) a majority of the directors of the Corporation, expressed by an instrument or instruments in writing signed by such directors;
- (c) the holders of the voting shares of the Corporation, expressed by a resolution duly passed at a meeting of the holders of voting shares; or
- (d) the holders of the voting shares of the Corporation representing a majority of the votes attached to all the voting shares, expressed by an instrument or instruments in writing signed by such holders.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

GARY JONAS COMPUTING LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

LEONARDO WORLDWIDE CORPORATION

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

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Schedule A

GARY JONAS COMPUTING LTD.
LEONARDO WORLDWIDE CORPORATION

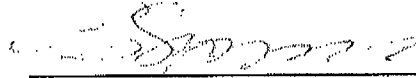
Statement

I, Barry Symons, a director and/or officer of each of Gary Jonas Computing Ltd. and Leonardo Worldwide Corporation (collectively, the "Amalgamating Corporations"), refer to the proposed amalgamation of the Amalgamating Corporations and hereby state that:

1. There are reasonable grounds for believing that:
 - a) the Amalgamating Corporations are able to pay their liabilities as they become due;
 - b) the corporation continuing from the amalgamation of the Amalgamating Corporations (the "Amalgamated Corporation") will be able to pay its liabilities as they become due;
 - c) the realizable value of the Amalgamated Corporation's assets immediately after the issuance of the certificate of amalgamation giving effect to the said amalgamation will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - d) no creditor of the Amalgamating Corporations will be prejudiced by the said amalgamation.
2. No creditor has notified the Amalgamating Corporations that such creditor objects to the proposed amalgamation.

[signature page follows]

DATED as of November 28, 2018.



Barry Symons

GARY JONAS COMPUTING LTD.

The undersigned, being the sole director of GARY JONAS COMPUTING LTD. (the "Corporation"), signs the following resolutions:

AMALGAMATION

RECITALS:

- A. Leonardo Worldwide Corporation (the "Subsidiary") is a wholly-owned subsidiary of the Corporation.
- B. The Corporation and the Subsidiary wish to amalgamate and continue as one corporation (the "Amalgamated Corporation") pursuant to the provisions of subsection 177(1) of the *Business Corporations Act* (Ontario) (the "Amalgamation").

RESOLVED that:

1. The Amalgamation is approved and authorized.
2. Upon the Amalgamation becoming effective, all the shares of the Subsidiary shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of the Corporation.
4. No securities shall be issued and no assets shall be distributed by the Amalgamated Corporation in connection with the Amalgamation.
5. The by-laws of the Amalgamated Corporation shall be the same as the by-laws of the Corporation, as such by-laws may be supplemented, amended or repealed from time to time after the Amalgamation becoming effective in accordance with the provisions of the *Business Corporations Act* (Ontario) relating to the making, amending and repealing of by-laws.
6. The sole director and any officer of the Corporation, acting alone, is authorized to do all such acts and things and to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents as in such director's or officer's opinion may be necessary or desirable to complete the Amalgamation.

ELECTRONIC TRANSMISSION

RESOLVED that receipt by the Corporation by electronic transmission of a signed signature page to these resolutions from the director will be as effective as receipt of an original signed copy of these resolutions by the Corporation.

[signature page follows]

LEONARDO WORLDWIDE CORPORATION

The undersigned, being all of the directors of LEONARDO WORLDWIDE CORPORATION (the "Corporation"), sign the following resolutions:

AMALGAMATION

RECITALS:

- A. The Corporation is a wholly-owned subsidiary of Gary Jonas Computing Ltd. (the "Holding Corporation").
- B. The Corporation and the Holding Corporation wish to amalgamate and continue as one corporation (the "Amalgamated Corporation") pursuant to the provisions of subsection 177(1) of the *Business Corporations Act* (Ontario) (the "Amalgamation").

RESOLVED that:

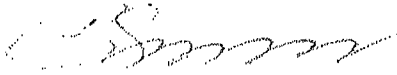
1. The Amalgamation is approved and authorized.
2. Upon the Amalgamation becoming effective, all the shares of the Corporation shall be cancelled without any repayment of capital in respect thereof.
3. The articles of amalgamation of the Amalgamated Corporation shall be the same as the articles of the Holding Corporation.
4. No securities shall be issued and no assets shall be distributed by the Amalgamated Corporation in connection with the Amalgamation.
5. The by-laws of the Amalgamated Corporation shall be the same as the by-laws of the Holding Corporation, as such by-laws may be supplemented, amended or repealed from time to time after the Amalgamation becoming effective in accordance with the provisions of the *Business Corporations Act* (Ontario) relating to the making, amending and repealing of by-laws.
6. Any director and officer of the Corporation, acting alone, is authorized to do all such acts and things and to execute (whether under the corporate seal of the Corporation or otherwise) and deliver all such documents as in such director's or officer's opinion may be necessary or desirable to complete the Amalgamation.

ELECTRONIC TRANSMISSION


RESOLVED that receipt by the Corporation by electronic transmission of a signed signature page to these resolutions from any director will be as effective as receipt of an original signed copy of these resolutions by the Corporation.

[signature page follows]

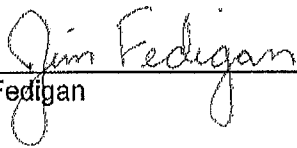
DATED as of November 28, 2018.



Barry Symons



Jeffrey MacKinnon


Jim Fedigan