

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Asset Purchase Agreement (portions withheld for confidentiality)
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE CENTRE FOR INTERNATIONAL GOVERNANCE INNOVATION		02/21/2008	CORPORATION: CANADA

RECEIVING PARTY DATA

Name:	THE IGLOO TRUST
Street Address:	22 Frederick Street
City:	Kitchener, Ontario
State/Country:	CANADA
Postal Code:	N2H 6M6
Entity Type:	TRUST: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78652769	IGLOO

CORRESPONDENCE DATA

Fax Number: (616)957-8196
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 616.949.9610
 Email: trentz@priceheneveld.com
 Correspondent Name: FRANK M. SCUTCH III
 Address Line 1: PO BOX 2567
 Address Line 4: GRAND RAPIDS, MICHIGAN 49501

ATTORNEY DOCKET NUMBER:	SCO003 T356
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DOMESTIC REPRESENTATIVE

Name:
 Address Line 1:

CH \$40.00 78652769

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Frank M. Scutch III

Signature:

/Frank M. Scutch III/

Date:

10/20/2008

Total Attachments: 4

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT made with effect as of the 21st day of February, 2008.

BETWEEN:

**THE CENTRE FOR INTERNATIONAL
GOVERNANCE INNOVATION,**
a non-share capital corporation incorporated
pursuant to the laws of Canada
(the "Vendor")

- and -

**JAMES BALSILLIE, DENNIS KAVELMAN
and COSIMO FIORENZA,**
in their capacity as the trustees
of **THE IGLOO TRUST,**
a trust established pursuant
to the laws of the Province of Ontario
(collectively, the "Purchaser")

WHEREAS:

A. The Vendor wishes to sell, and the Purchaser wishes to purchase, the Purchased Assets (as defined below);

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the parties), the parties agree as follows:

ARTICLE 1: DEFINED TERMS

1.1 **Definitions.** For the purpose of this Agreement, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

- (a) "**Activities**" means the activities carried on by the Vendor using the Purchased Assets, being the provision of on-demand social productivity software to business, government, academic and not for profit and business organizations;
- (b) "**Arm's Length**" has the meaning attributed to that term in the ITA;
- (c) "**Assigned Contracts**" means each of the Contracts listed or described in Schedule 1.1(c) including, without limitation, the Offer to Lease;
- (d) "**Claims**" includes claims, demands, complaints, actions, suits, causes of action, assessments or reassessments, arbitrations, investigations, audits, grievances,

Signature pg

IN WITNESS WHEREOF this Agreement has been executed by the parties.

**THE CENTRE FOR INTERNATIONAL
GOVERNANCE INNOVATION**

Per: *[Signature]*
Name: James B. [unclear]
Title: Director

THE IGLOO TRUST,
by its trustees, with liability limited to the assets of the
trust, and not the personal assets of the trustees

Per: *[Signature]*
Name: James B. [unclear]
Title: Trustee

Per: *[Signature]*
Name: James S. Kavelin
Title: Trustee

Schedule to APA
dlw CIG 14
The IGLCO Trust

Schedule 3.7(a)

Vendor-Owned Intellectual Property

US Patent Application # 11/564,970
Canadian Patent Application # 2,569,446
Trademark IGLOO, TMA670814
IGLOO Serial # 78652769