

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VFA, Inc.		08/08/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ONTARIO GOOD ROADS ASSOCIATION		
Street Address:	1525 Cornwall Road, Unit 22		
City:	Oakville, Ontario		
State/Country:	CANADA		
Postal Code:	L6J 0B2		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85195196	MDW	
Serial Number:	85195155	MUNICIPAL DATAWORKS	
CORRESPONDENCE DATA			
Fax Number:	6178327000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	617.832.1000		
Email:	ustrademark@foleyhoag.com		
Correspondent Name:	Charles Weinstein, Esq., Foley Hoag LLP		
Address Line 1:	155 Seaport Boulevard		
Address Line 4:	Boston, MASSACHUSETTS 02210		
ATTORNEY DOCKET NUMBER:	22268.00012		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			

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Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:

Linda Casey, Paralegal, Foley Hoag LLP

Signature:

/Linda Casey/

Date:

09/05/2013

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is effective as of August 8, 2013 ("Effective Date") by and between VFA, INC., a corporation of Delaware (United States), having a principal place of business at 266 Summer Street, Boston, MA 02210-1112 ("Assignor"), and ONTARIO GOOD ROADS ASSOCIATION, a corporation without share capital organized under the laws of the Province of Ontario, having a principal place of business at 1525 Cornwall Road, Unit 22, Oakville, Ontario, Canada L6J 0B2 ("Assignee").

RECITALS

WHEREAS, Assignor, has adopted, has used and is using, and is the owner in the United States of the trademarks referenced in Schedule A, as well as the applications to register said trademarks in and for the United States listed in Schedule A (collectively, the "U.S. Marks");

AND WHEREAS, Assignee desires to acquire all right, title, and interest in and to the U.S. Marks, any registrations thereof, and any and all goodwill associated therewith worldwide;

AND WHEREAS, this Assignment is being entered into pursuant to the terms and conditions of an Purchase Agreement, dated as of the date hereof, between Assignee and VFA Canada Corporation, an affiliate of Assignor (the "Purchase Agreement");

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Assignor hereby assigns, transfers, conveys, and delivers to Assignee all of Assignor's right, title, and interest in and to the U.S. Marks, together with the goodwill of the business connected with the use thereof and symbolized thereby, any and all applications to register the U.S. Marks and registrations to issue therefrom, and rights of renewal and extensions thereof, all common-law rights related to the U.S. Marks, and all causes of action and rights of recovery for infringement, dilutions, and violations of the foregoing prior to the Effective Date, on a worldwide basis.
2. The parties hereby acknowledge and agree that this Assignment is a legal, valid, and binding obligation, and that Assignor has full power and authority to enter into and perform its obligations under this Assignment.
3. As of the Effective Date, Assignee and its successors and assigns shall hold and enjoy the entire right, title, and interest in and to the U.S. Marks as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.
4. Assignor shall, without additional consideration, take such further actions, and execute promptly such further documents, as are necessary to effect, record, and complete the Assignment herein, including any action or documents that may be necessary to protect, secure, and vest good and marketable title to the U.S. Marks in Assignee.

5. This Assignment may be executed in one or more counter parts, each of which shall be deemed an original, and, when taken together, shall constitute one and the same agreement.
6. This Agreement is understood and agreed to be subject to all the terms and conditions set forth in the Purchase Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have caused this Assignment of Trademarks to be executed and delivered as of the Effective Date first written above.

ASSIGNOR:

VFA, INC.

By: _____

Name: James Summers

Title: CEO

ASSIGNEE:

ONTARIO GOOD ROADS ASSOCIATION

By: _____

Name: _____

Title: _____

(Signature page to U.S. Assignment of Trademarks)

IN WITNESS WHEREOF, Assignor and Assignee, intending to be legally bound hereby, have caused this Assignment of Trademarks to be executed and delivered as of the Effective Date first written above.

ASSIGNOR:

VFA, INC.

By: _____

Name: _____

Title: _____

ASSIGNEE:

ONTARIO GOOD ROADS ASSOCIATION

By:  _____

Name: JOSEPH TIRAJAY _____

Title: EXECUTIVE DIRECTOR _____

(Signature page to U.S. Assignment of Trademarks)

SCHEDULE A

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date
United States	MDW	85195196 2010/12/10	---
United States	MUNICIPAL DATAWORKS	85195155 2010/12/10	---