

Form PTO-1594 (Rev. 12-11)
OMB Collection 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Terrapoint Canada Inc.

- Individual(s)
- Partnership
- Corporation- State: Canada
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) September 24, 2013

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GeoDigital International Inc.

Street Address: 175 Longwood Road South, Sulte 400A

City: Hamilton, Ontario

State: _____

Country: Canada Zip: L8P 0A1

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Canadian
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

78912109

B. Trademark Registration No.(s)

3501886

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

TITAN

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Lori K. Hall, Gowling Lafleur Henderson LLP

Internal Address: _____

Street Address: 1 Main Street West

City: Hamilton, Ontario Canada

State: _____ Zip: L8P 4Z5

Phone Number: (905) 540-3275

Docket Number: H6303142/US

Email Address: lori.hall@gowlings.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

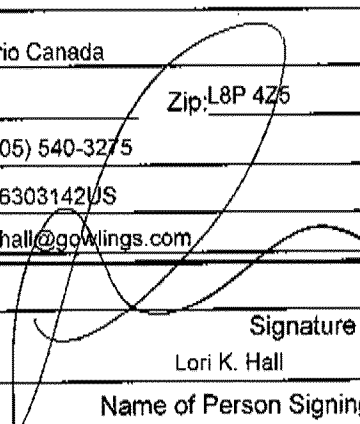
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number 501641

Authorized User Name 6105

9. Signature:



Signature
Lori K. Hall
Name of Person Signing

April 9, 2014

Date

Total number of pages including cover sheet, attachments, and document: **44**

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

CH \$40.00 501641 3501886

**IN THE MATTER OF
United States Trade-Mark Registration 3501886 for
the trade-mark TITAN**

AFFIDAVIT OF ALASTAIR JENKINS

I, **Alastair Jenkins**, of the city of Hamilton, in the Province of Ontario, MAKE OATH AND SAY AS FOLLOWS:

1. I am the Chief Executive Officer and President of GeoDigital International Inc. ("GDI"). I have been actively involved GDI for more than 8 years. I have access to the records of the company including those relating to the facts set out in my affidavit which are relevant to the ownership of the above-noted trade-mark in the United States.
2. I have prepared this affidavit in support of our request to record GDI as the owner of the TITAN trademark (Registration No. 3501886). The following chronology sets out the history of the acquisition of Terrapoint Canada Inc. and its trade-mark assets by GDI, including the TITAN trademark, Registration No. 3501886 (the "TITAN Trade-mark").
3. These facts will explain the history of the ownership of the TITAN Trademark, and provide supporting documentation to show that the TITAN Trade-mark is in fact owned by GeoDigital International Inc..
4. Based on my personal experience and knowledge of the history of our business, I verily believe that Terrapoint Canada Inc. assigned and transferred all of its entire right, title and interest in the TITAN trademark to GDI, through its court appointed receiver Shimmerman, Penn, Title and Associates Inc. Although no assignment was ever filed in the United States Trade-mark Office, it is my belief that TITAN Trademark was assigned to GDI in 2011.

TITAN Trade-mark Registration

5. Attached as Exhibit "A" to this my affidavit, is a copy of the print-out from the United States Register of the TITAN Trade-mark Registration No. 3501886.
6. The TITAN Trade-mark was originally filed on June 20, 2006, and registered on September 16, 2008.

Corporate History Terrapoint Canada Inc. to GeoDigital International Inc.

7. In 2011, GeoDigital International Inc. acquired Terrapoint Canada Inc. through its court appointed receiver Shimmerman, Penn, Title and Associates Inc, including all trademark assets of the company.
8. Attached as Exhibit "B" to this my affidavit is a copy of Purchase and Sale Agreement dated April 1, 2011. We refer to Section 2.3 where "Intellectual Property of Terrapoint" is

THIS IS EXHIBIT "A" TO THE
AFFIDAVIT OF
SWORN BEFORE ME THIS
DAY OF 25 Nov , 2013
Sam
A COMMISSIONER ETC.

All Trademark documents should now be available to members of the public using Trademark Status and Document Retrieval (TSDR). Thanks to all who reported difficulties viewing and downloading documents. Your reports were a great help to the office in diagnosing and solving the problem. If you continue to have issues with TSDR please e-mail TSDR@uspto.gov.

STATUS DOCUMENTS

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Mark: TITAN

TITAN

US Serial Number: 78912109

Application Filing Date: Jun. 20, 2006

US Registration Number: 3501886

Registration Date: Sep. 16, 2008

Register: Principal

Mark Type: Trademark

Status: Registered. The registration date is used to determine when post-registration maintenance doc

Status Date: Sep. 16, 2008

Publication Date: Apr. 15, 2008

Mark Information

Mark Literal Elements: TITAN

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or c

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Foreign Information

Priority Claimed: Yes

Foreign Application Number: 1304980

Foreign Application Filing Date: Jun. 09, 2006

Foreign Registration Number: TMA698694

Foreign Registration Date: Oct. 17, 2007

Foreign Country: CANADA

Foreign Expiration Date: Oct. 17, 2022

Application/Registration Country:

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

TRADEMARK

REEL: 005256 FRAME: 0689

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of
- Asterisks *.* identify additional (new) wording in the goods/services.

For: ELECTRONIC MEDIA, NAMELY, PRE-RECORDED VIDEO TAPES, CD ROMS AND DVD DISCS F LIGHT DETECTION AND RANGING DATA, DIGITAL IMAGE DATA AND SENSOR DATA FROM TH

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 021

Class Status: ACTIVE

Basis: 44(e)

For: PRINTED MATERIAL, NAMELY, REPORTS FEATURING ANALYSIS OF LIGHT DETECTION AND DATA AND SENSOR DATA FROM THE EARTH SURFACE; PRINTED MATERIAL, NAMELY, REPC AND GRAPHS FEATURING LIGHT DETECTION AND RANGING DATA, DIGITAL IMAGE DATA AN SURFACE

International Class(es): 016 - Primary Class

U.S Class(es): 002, 005, 021

Class Status: ACTIVE

Basis: 44(e)

Basis Information (Case Level)

Filed Use: No	Currently Use: No
Filed ITU: Yes	Currently ITU: No
Filed 44D: Yes	Currently 44D: No
Filed 44E: No	Currently 44E: Yes
Filed 66A: No	Currently 66A: No
Filed No Basis: No	Currently No Basis: No

Current Owner(s) Information

Owner Name: Terrapoint Canada Inc.

Owner Address: 1 Antares Drive, Suite 140
Ottawa K2E 8C4
CANADA

Legal Entity Type: CORPORATION **State or Country Where Organized:** CANADA

Attorney/Correspondence Information

Prosecution History

TM Staff and Location Information

Assignment Abstract Of Title Information - Click to Load

TRADEMARK

REEL: 005256 FRAME: 0690

Proceedings - Click to Load

EXECUTION COPY

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT (hereinafter called the "Agreement"), dated effective the 1st day of April, 2011.

BETWEEN:

GEODIGITAL INTERNATIONAL INC.,
a corporation incorporated
pursuant to the laws of Ontario,
(the "Purchaser")

- and -

SHIMMERMAN, PENN, TITLE and ASSOCIATES INC.,
in its capacity as court-appointed receiver of
[REDACTED] and **TERRAPOINT CANADA (2008) INC.**

and not in its personal capacity (the "Vendor")

(the Vendor and the Purchaser are hereinafter individually referred to as a "Party" and collectively referred to as the "Parties")

WHEREAS:

- A. Pursuant to an order of the Ontario Superior Court of Justice dated November 18, 2010 (the "Receivership Order"), the Vendor was appointed as receiver and manager (the "Receiver") of [REDACTED] and Terrapoint Canada (2008) Inc. ("Terrapoint") (collectively, the "Debtor").
- B. The Vendor was empowered by the Receivership Order to market and sell some or all of the property of the Debtor, including the Purchased Terrapoint Assets (as defined herein), subject to the approval of the Court;
- C. In accordance with the Receivership Order, the Vendor desires to sell the Purchased Terrapoint Assets and the Purchaser desires to purchase the Purchased Terrapoint Assets, as more particularly set out herein, subject to the terms and conditions hereof.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

**ARTICLE 1
INTERPRETATION**

Section 1.1 Definitions

Where used in this Agreement, or any amendment, the following terms shall have the following meanings respectively:

- (a) **"Agreement"** means this Agreement of sale and purchase and all instruments supplemental to or in amendment or confirmation of this Agreement, except as otherwise herein provided;
- (b) **"Applicable Law"** means the laws of the Province of Ontario and the laws of Canada applicable therein;
- (c) **"Approval and Vesting Order"** has the meaning set out in Section 4.3;
- (d) **"Business Day"** means any day except a day that is Saturday, a Sunday or a statutory holiday in Toronto, Ontario;
- (e) **"Closing"** means the successful completion of the Transaction on the Closing Date pursuant to the terms of this Agreement;
- (f) **"Closing Date"** means April 8, 2011 or such other date as the Parties may mutually agree in writing;
- (g) **"Contractual Interests"** means Terrapoint's entire interest in all contracts, agreements, leases, licences, royalty agreements or documents to the extent they relate directly to the equipment, inventory, fixed assets and Intellectual Property, and all rights and obligations arising therefrom, including, without limiting the generality of the foregoing, customer contracts, work-in-progress and backlog relating to contracts between Terrapoint with its customers and clients as selected by the Purchaser and described in Schedule "A" attached, but excluding any amounts to be invoiced to a customer after closing in respect of the portion of the invoice(s) that was earned and/or accrued as at Closing Date, which amounts will be treated as Excluded Assets and remitted by the Purchaser to the Vendor within 10 days after being collected by the customer;
- (h) **"Controlled Goods"** means the Purchased Terrapoint Assets subject to the Controlled Goods Legislation;
- (i) **"Controlled Goods Legislation"** means the Defence and Production Act (Canada);
- (j) **"Deposit"** has the meaning specified in Section 2.4(a);
- (k) **"ETA"** means the *Excise Tax Act* (Canada);
- (l) **"Excluded Assets"** means accounts receivable (including any amounts invoiced as of the Closing Date but withheld by a customer pending final completion of their contract), cash and cash equivalents on hand at the time of Closing;
- (m) **"GST"** means all goods and services taxes payable under the ETA;
- (n) **"HST"** means Harmonized Sales Tax;
- (o) **"Intellectual Property"** means all intellectual property of Terrapoint, as

defined herein and without restricting the generality of the foregoing, and assets listed at Schedule "B" attached, and including all inventions and improvements, trade-marks, trade names, corporate names, domain names and all goodwill associated therewith, copyrightable works, industrial designs, trade secrets, confidential information, personal information and know-how, computer software (including object code and source code) and all associated data and related documentation, copies and tangible embodiments of any of the above, intellectual property rights in and to any of the above, and registrations, applications to register and rights to file applications to register any of the above;

- (p) "Licence Agreement" means the Licence Agreement attached as Schedule C hereto;
- (q) [REDACTED]
- (r) "Purchase Price" has the meaning set out in Section 2.3;
- (s) "Purchased Terrapoint Assets" include, without limitation, all of the assets and undertakings of Terrapoint as vested in the Vendor, including, without limitation, the Controlled Goods, the inventory, equipment, fixed assets, books and records (including lists, records and files, data or imagery relating to Terrapoint's customers, clients and suppliers) and Intellectual Property, and Contractual Interests used in connection with the business of Terrapoint wherever located worldwide, including in Canada and the United States of America, other than Excluded Assets;
- (t) "Receivership Order" has the meaning set out in the Recitals;
- (u) "Taxes" means all federal, provincial, municipal, foreign or other taxes, charges, duties, or levies imposed by Applicable Law, including sales, use, GST/HST, value added, including income, capital gains taxes or taxes on profits, transfer, withholding, payroll, employer health, excise, real property, and any other taxes, customs duties, fees, assessments or similar charges in nature of tax including Canada Pension Plan and provincial pension plan contributions, unemployment insurance payments and workers compensation premiums, imposed by any governmental authority;
- (v) "Time of Closing" means 5:00 p.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the parties may mutually agree;
- (w) "Transaction" means the transaction of purchase and sale contemplated by this Agreement.

Section 1.2 Headings

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this

Agreement. Unless something in the subject matter or context is inconsistent therewith, references in this Agreement to articles or sections are to articles or sections of this Agreement.

Section 1.3 Currency

Except where otherwise expressly provided, all payments contemplated in this Agreement shall be paid in Canadian funds, and all references in this Agreement to dollar amounts are references to dollars in lawful currency of Canada.

Section 1.4 Day Not a Business Day

If any day on or before which any action is required to be taken under this Agreement is not a Business Day, then that action shall be required to be taken on or before the requisite time on the next succeeding day that is a Business Day.

Section 1.5 Extended Meanings

Words importing the singular include the plural and *vice versa*. Words importing gender include all genders and words importing persons include individuals, partnerships, associations, trusts, unincorporated organizations, corporations and governmental authorities. Wherever the words "include", "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation".

ARTICLE 2 PURCHASE AND SALE OF PURCHASED ASSETS

Section 2.1 "As is, Where is"

The Purchaser acknowledges that the Vendor is selling the Purchased Terrapoint Assets on an "as is, where is" basis as of the Effective Date. No representation, warranty or condition is expressed or can be implied as to title, encumbrances, description, fitness for purpose, merchantability, condition, quantity or quality or in respect of any other matter or thing whatsoever concerning the Purchased Terrapoint Assets or the right of the Vendor to sell or assign same save and except as expressly represented or warranted herein. Without limiting the generality of the foregoing, any and all conditions, warranties or representations expressed or implied pursuant to the *Sale of Goods Act* (Ontario) or similar legislation in other jurisdictions do not apply hereto and have been waived by the Purchaser. The description of the Purchased Terrapoint Assets hereto is for the purpose of identification only. No representation, warranty or condition has or will be given by the Vendor or any other party concerning completeness or the accuracy of such descriptions or with respect to any data room set up by the Vendor or the information contained therein.

Section 2.2 Agreement to Purchase

The Purchaser hereby agrees to purchase the Purchased Terrapoint Assets and the Vendor hereby agrees to sell its right title and interest, if any, to the Terrapoint Purchased Assets for a Purchase Price as determined pursuant to Section 2.3, (plus, subject to Section 2.5, if this Transaction is subject to taxation.

Section 2.3 Purchase Price

The total Purchase Price for the Purchased Assets shall be a [REDACTED]

- Inventory and Equipment (Fixed Assets) [REDACTED]
- Intellectual Property of Terrapoint [REDACTED]
- License Agreement for Ambercore IP [REDACTED]
- Customer Contracts (WIP and backlog) [REDACTED]
- All Other Assets [REDACTED]

Section 2.4 Payment of Purchase Price

Subject to this Agreement, on or prior to the Closing Date, the Purchaser shall pay the Purchase Price to the Vendor as follows:

- (a) by paying a deposit in the amount of [REDACTED] "Deposit", which shall be paid by the Purchaser upon acceptance of this Agreement by the Vendor, to be held by the Vendor in an interest bearing trust account until the Closing Date and credited toward the Purchase Price upon Closing; and
- (b) by paying [REDACTED] amount representing the balance of the Purchase Price after crediting the Deposit, and subject to all other adjustments as contemplated herein, on the Closing Date.

Unless otherwise agreed, all amounts payable to the Vendor shall be paid to the Vendor by wire transfer or a solicitor's trust cheque issued by a Canadian chartered bank.

Section 2.5 Taxes

The Purchaser shall pay upon Closing, in addition to the Purchase Price, all applicable Federal and Provincial Taxes exigible in connection with the purchase and sale of the Purchased Assets, In addition, if applicable, the Purchaser shall have the option to furnish the Vendor with appropriate exemption certificates and/or to require that the Purchaser and the Vendor shall jointly make the election provided for under subsection 167(1.1) of the ETA such that no HST will be payable in respect of the Transaction contemplated by this Agreement, provided that, the Purchaser agrees to indemnify and save the Vendor harmless (to the satisfaction of the Vendor) from and against all claims and demands for payment of the above-mentioned Taxes including penalties and interest thereon and any liability or costs incurred as a result of any failure to pay such Taxes when due. In such event, the Purchaser and the Vendor shall jointly complete the election form (more particularly described in form GST-44) in respect of such election and the Purchaser hereby irrevocably appoints the Vendor (or its authorized representatives) as its agent to file the said election form not later than the due date for the Purchaser's GST returns for the first reporting period in which GST, as applicable, would, in the absence of such election, become payable in connection with the Transaction contemplated by this Agreement.

Section 2.6 Conveyance, Assignment and Transfer

Subject to Section 2.2, this Agreement is intended to and shall operate as an actual conveyance, assignment and transfer of the Purchased Terrapoint Assets from the Vendor to the Purchaser. The Purchaser shall own the legal and beneficial right, title and interest in and to the Purchased Terrapoint Assets as at the Closing Date. If any further general or specific conveyances are required by the Purchaser, in order to convey, assign, and transfer the Purchased Terrapoint Assets to the Purchaser and to novate the Purchaser or such nominee in the place and stead of Terrapoint with respect to the Purchased Terrapoint Assets, the Vendor will supply such documents at Closing or at such later date at the request of the Purchaser.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES****Section 3.1 Purchaser's Representations**

The Purchaser represents and warrants to the Vendor that:

- (a) the Purchaser is a corporation duly continued, organized and subsisting under the laws of Ontario;
- (b) the Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations, and the execution and delivery of this Agreement and the consummation of the Transaction contemplated have been duly authorized by all necessary corporate action on the part of the Purchaser;
- (c) the Purchaser is not a party to, bound or affected by or subject to any indenture, agreement, instrument, charter or by-law provision, order, judgment or decree which would be violated, contravened or breached by the execution and delivery by it of this Agreement or the performance by it of any of the terms contained herein;
- (d) there is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or, to the best of the Purchaser's knowledge, threatened against or relating to the Purchaser or any judgment, decree, injunction, rule or order of any court, governmental department, commission, agency, instrumentality or arbitrator which, in any case, might adversely affect the ability of the Purchaser to enter into this Agreement or to consummate the Transaction contemplated and the Purchaser is not aware of any existing ground on which any action, suit or proceeding may be commenced with any reasonable likelihood of success;
- (e) the Purchaser, or its subsidiary or nominee in whom the Controlled Goods are to be vested, shall be a registrant in good standing under the Controlled Goods Legislation;
- (f) the Purchaser is not a non-Canadian person as defined in the Investment Canada Act; and

- (g) this Agreement and all other documents contemplated hereunder to which the Purchaser is or will be a party have been or will be, as at the Time of Closing on the Closing Date, duly and validly executed and delivered by the Purchaser and constitutes or will, as at the Time of Closing on the Closing Date, constitute legal, valid and binding obligations of the Purchaser, as the case may be, enforceable in accordance with the terms hereof or thereof.

Section 3.2 Vendor's Representations

The Vendor hereby represents and warrants to the Purchaser as follows:

- (a) the Vendor has been validly appointed by the Court as Receiver of the Debtor;
- (b) the Vendor has done no act to encumber the Purchased Terrapoint Assets except under the authority of the Receivership Order;
- (c) the Vendor has the right to enter into this Agreement and to complete the Transaction, subject to the granting of the Approval and Vesting Order by the Court; and
- (d) the Vendor is not a non-resident of Canada within the meaning of that term as used in the *Income Tax Act* (Canada).

ARTICLE 4 CONDITIONS

Section 4.1 Conditions – Purchaser

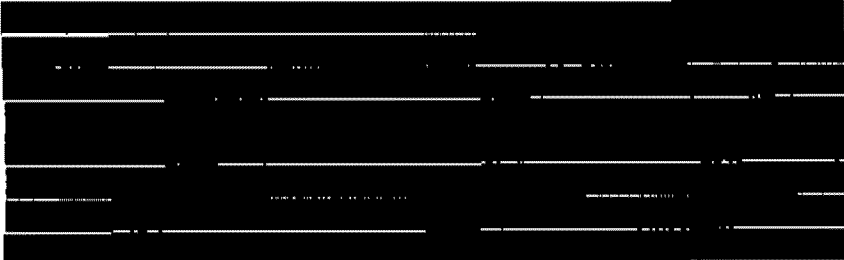
The obligation of the Purchaser to complete the Transaction on the Closing Date is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing, or earlier as otherwise provided for herein, as applicable:

- (a) all representations and warranties of the Vendor contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;
- (b) the Vendor shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;
- (c) all Intellectual Property rights described in Schedule B attached shall be assigned to the Purchaser at Closing, to the extent that the Vendor has the power to assign those rights;
- (d) all Contractual Interests as selected by the Purchaser shall be assigned to the Purchaser at Closing, to the extent that the Vendor has the power to assign those rights. Nothing in this Agreement shall be construed as an attempt to assign any contractual rights forming part of the Terrapoint Purchased Assets that are not assignable in whole or part without the

consent of the other party to such contract, unless the consent has been given or the assignment is otherwise lawful;

(e) no action or proceeding, at law or in equity, shall have been commenced or threatened by any person, firm, company, government, regulatory body or agency to enjoin, restrict or prohibit the Transaction;

(f) the License Agreement shall be executed by the Vendor and provided to the Purchaser at Closing;

(g) 

The foregoing conditions are for the exclusive benefit of the Purchaser. Any condition may be waived by the Purchaser in whole or in part. Any such waiver shall be binding on the Purchaser only if made in writing.

Section 4.2 Conditions – Vendor

The obligation of the Vendor to complete the Transaction is subject to the following conditions being fulfilled or performed at or prior to the Time of Closing on the Closing Date:

(a) all representations and warranties of the Purchaser contained in this Agreement shall be true as of the Closing Date with the same effect as though made on and as of that date;

(b) the Purchaser shall have performed each of its obligations under this Agreement to the extent required to be performed on or before the Closing Date;

(c) the Purchaser shall have provided evidence that on the Closing Date the Purchaser or the person in whom the Controlled Assets are to be vested, is a registrant in good standing under the Controlled Goods Act;

(d) no action or proceedings with a reasonable likelihood of success (as determined by the Vendor's counsel, acting reasonably) shall be pending or threatened to restrain or prohibit the completion of the Transaction contemplated by this Agreement.

The foregoing conditions are for the exclusive benefit of the Vendor. Any condition may be waived by the Vendor in whole or in part. Any such waiver shall be binding on the Vendor only if made in writing.

Section 4.3 Approval and Vesting Order

The obligations of the Vendor and the Purchaser hereunder are subject to the conditions that:

- (a) an Order shall have been made by the Court, prior to Closing, approving the sales process conducted by the Receiver, and this Agreement and the Transaction and vesting in the Purchaser all the right, title and interest of Terrapoint, if any, in the Purchased Terrapoint Assets free and clear of all claims, liens, security interests and other encumbrances, and approving the Vendor's execution of the Licence Agreement (the "Approval and Vesting Order") in substantially the form attached as Schedule D; and
- (b) the Approval and Vesting Order shall not have been stayed, varied, vacated, or appealed, and no application to stay, vary, appeal or vacate the Order shall have been filed, and no application shall have been made or order shall have been issued which restrains or prohibits the completion of the Transaction.

The Parties hereto acknowledge that the foregoing conditions are for the mutual benefit of the Vendor and the Purchaser.

Section 4.4 Non-Satisfaction of Conditions

If any condition set out in this section is not satisfied or performed prior to the time specified therefore, the Party for whose benefit the condition is inserted may:

- (a) waive compliance with the condition in whole or in part, in its sole discretion by written notice to the other Party and without prejudice to any of its rights of termination in the event of non-fulfilment of any other condition in whole or in part; or
- (b) on or prior to the Closing Date, elect on written notice to the other Party to terminate this Agreement before Closing or, with the agreement of the other Party, terminate a portion of this Agreement.

If no such written notice is given at or prior to the Closing Date, the Party for whose benefit the condition is inserted shall be deemed to have elected to proceed with Closing.

**ARTICLE 5
RISK****Section 5.1 Allocation of Risk and Title**

Prior to the Effective Date, the Purchased Terrapoint Assets shall be and remain at the risk of the Vendor. After the Effective Date, the Purchased Terrapoint Assets shall be and remain at the risk of the Purchaser.



Pending closing, the Vendor shall hold all insurance policies and proceeds thereof in trust for itself, the Purchaser and all other parties as their respective interests may appear. In the event of damage to any of the Purchased Terrapoint Assets prior to the time of Closing, the Purchaser may, at its option, complete the Transaction without reduction of the Purchase Price, in which

event all proceeds of insurance or compensation shall be payable to the Purchaser, or rescind this Agreement in the event of substantial damage to the Terrapoint Purchased Assets, and the parties hereto shall have no further rights and remedies against each other.

ARTICLE 6 CLOSING

Section 6.1 Vendor's Closing Deliveries

On the Closing Date, the Vendor shall deliver to the Purchaser:

- (a) 

described in Section 4.1(g);
- (b) an assignment and/or transfer of any and all patents, intellectual property rights as described in Section 4.1(c), a copy of all agreements relating to those rights, to the extent that they are in the possession of the Receiver, and correspondence to any third party rightsholders to advise of the assignment and/or transfer;
- (c) an assignment and/or transfer of any and all Contractual Interests as described in Section 4.1(d);
- (d) a certified copy of the Approval and Vesting Order;
- (e) the executed Licence Agreement; and
- (f) all other documents which are reasonably requested by the Purchaser to give effect to the proper transfer and assignment of Purchased Terrapoint Assets by the Vendor to the Purchaser.

Section 6.2 Purchaser's Closing Deliveries

The Purchaser shall deliver to the Vendor on the Closing Date the following:

- (a) the balance of the Purchase Price;
- (b) the registration number of the Purchaser for purposes of the HST together with the covenant and indemnity of the Purchaser to make appropriate filings with respect to this transaction as it relates to HST as required by the ETA or payment or evidence of payment of applicable federal or provincial Taxes or alternatively, appropriate exemption certificates, as required by Section 2.5;
- (c) a certificate, dated as of the Closing Date, confirming that all of the representations and warranties of the Purchaser contained in this Agreement are true as of the Closing Date, with the same effect as though made on and as of the Closing Date; and

- (d) such further and other documentation as is referred to in this Agreement or as the Vendor may reasonably require to give effect to this Agreement; and

Section 6.3 Possession of Assets

The Vendor shall remain in possession of the Purchased Terrapoint Assets until the Closing Date. On the Closing Date, the Purchaser shall take possession of the Purchased Terrapoint Assets where situate at the Closing Date. The Purchaser acknowledges that the Vendor has no obligation to deliver physical possession of the Purchased Terrapoint Assets to the Purchaser. In no event shall the Purchased Terrapoint Assets be sold, assigned, transferred or set over to the Purchaser until the conditions set out in the Approval and Vesting Order have been satisfied and the Purchaser has satisfied all delivery requirements outlined in Section 6.2.

Section 6.4 Termination

If either the Vendor or the Purchaser elect to terminate this Agreement pursuant to the provisions of Section 4.4:

- (a) all of the obligations of both the Vendor and the Purchaser pursuant to this Agreement shall be at an end in respect of the Transaction;
- (b) subject to the exception contained in Section 6.5, the Purchaser shall be entitled to have the Deposit and all the monies paid hereunder to the Vendor returned with interest and without deduction; and
- (c) neither Party shall have any right to specific performance or other remedy against, or any right to recover damages or expenses from, the other-.

Section 6.5 Breach by Purchaser

If Closing does not occur due in whole or in part to the Purchaser's breach of its obligations under this Agreement, which breach has not been waived by the Vendor, the Vendor may, by notice to the Purchaser, elect to treat this Agreement as having been repudiated by the Purchaser. In that event, the Deposit shall be forfeited to the Vendor and the Parties shall have no further liabilities or obligations to one another with respect to this Agreement or the Transaction contemplated hereby. The Parties agree that the amount of the Deposit constitutes their genuine estimate of all damages that will be suffered by the Vendor as a result of the Closing not occurring and that the Vendor's retention of the Deposit shall constitute liquidated damages to, and be the sole remedy of, the Vendor as a result of the Closing not occurring.

Section 6.6 Books & Records

The Purchaser shall store and secure the books and records of Terrapoint until the date on which the Vendor advises the Purchaser that the same are no longer needed. During such time, the Purchaser shall provide to the Vendor unfettered access to the books and records, as required and requested by the Vendor in its sole discretion, so that the Vendor may fulfill its duties and obligations as Receiver.

**ARTICLE 7
GENERAL PROVISIONS**

Section 7.1 Time of the Essence

This Agreement, when executed by both Parties shall constitute a binding contract of purchase and sale, and time shall in all respects be of the essence hereof.

Section 7.2 Entire Agreement

It is agreed that there are no representations, warranties, collateral agreements or conditions affecting this Agreement or the Lands or supported thereby other than as expressed herein in writing.

Section 7.3 Severability

If any provision contained herein shall be found to be unenforceable, such provision shall be severed from the Agreement, and the remainder of this Agreement shall continue to be in full force and effect.

Section 7.4 Notices

Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been sufficiently given if sent by registered mail or hand delivered to the applicable addresses for the Parties as set forth below. Any notice or communication delivered personally shall be deemed to be received by and given to the addressee thereof on the day of delivery. Any notice or communication delivered by registered mail shall be deemed to be received by and given to the addressee three (3) days following the date on which the same is posted by registered mail, except in the event of a disruption in postal service, in which event such notice or communication shall be delivered personally:

To the Vendor: Shimmerman, Penn Title & Associates Inc.
30 St. Clair Avenue West
Suite 400
Toronto, ON M4V 3A1 Telephone: (416) 323-7754
Attention: Mr. Sheldon Title

Email: stitle@spllp.com

To the Purchaser: GeoDigital International Inc.
MacMaster Innovation Park
Suite 400A - 175 Longwood Road South
Hamilton, Ontario
L8P 0A1
Telephone - (905) 667-7269

Attention: Mr. Alastair Jenkins

Email: ajenkins@geodigital.com

Any such notice or other communication, if given by personal delivery, will be deemed to have been given on the day of actual delivery thereof and, if transmitted by electronic mail before 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day, and if transmitted by electronic mail after 5:00 p.m. (Toronto time) on a Business Day, will be deemed to have been given on the Business Day after the date of the transmission. A Party may change its address for service hereunder by specifying such change and new address in a written notice delivered to the other Parties in accordance with the terms of this Agreement.

Section 7.5 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns. The Purchaser shall have the right to assign this Agreement to an affiliate or subsidiary upon notice to the Vendor provided that the assignee executes an acknowledgment addressed to the Vendor that it assumes all of the Purchaser's obligations and liabilities under this Agreement and such acknowledgment is delivered to the Vendor. Notwithstanding the foregoing, the Purchaser shall remain liable for all obligations and liabilities of the assignee under this Agreement.

Section 7.6 Applicable Law

This agreement shall be interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable thereto.

Section 7.7 Further Assurances

Except as provided herein, each of the Parties shall, at the cost and expense of the other Party, execute and deliver all such further documents and do such further acts and things that the other Party may reasonably request from time to time to give full effect to this Agreement.

Section 7.8 Survival

All representations, warranties, covenants and agreements contained in this Agreement shall survive the completion of the Transaction, remain in full force and effect, and shall not merge on Closing.

Section 7.9 Amendment and Waiver

No amendment or waiver of any provision of this Agreement shall be binding on any Party unless consented to in writing by such Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

Section 7.10 Commission

The Vendor acknowledges that there are no agent or broker fees or other commissions payable by the Vendor on the Purchase Price or otherwise in connection with the Transaction. The Purchaser acknowledges that there are no agent or broker fees or other commissions payable by the Purchaser on the Purchase Price or otherwise in connection with the Transaction.

Section 7.11 Receiver's Capacity

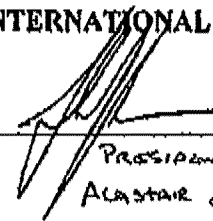
The Receiver acts in its capacity as Receiver of the Debtor and shall have no personal or corporate liability under this Agreement.

Section 7.12 Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same agreement. Transmission by e-mail in Portable Document Format (PDF) of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart.

IN WITNESS WHEREOF the Parties have executed this Agreement effective as of the date first written above.

GEODIGITAL INTERNATIONAL INC.

Per: 
 Title: _____
 Name: _____

Per: _____
 Title: _____
 Name: _____

SHIMMERMAN PENN TITLE & ASSOCIATES INC., in its capacity as court appointed receiver of **AMBERCORE SOFTWARE INC., TERRAPOINT CANADA (2008) INC.,** and not in its personal capacity

Per: _____
 Title: _____
 Name: _____

Per: _____
 Title: _____
 Name: _____

Schedule "A"

**Terrapoint Canada
Contracts To Be Assumed By GeoDigital International Inc.**

<u>Contract Ref.</u>	<u>Customer Name</u>	<u>Original Contract Value</u>
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

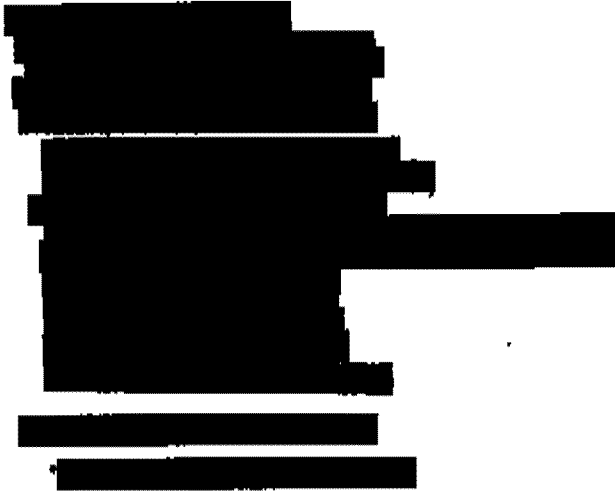
p. B1 of B4

Schedule B

TERRAPoint CANADA (2006) INC.
INTELLECTUAL PROPERTY

[REDACTED]

p. B2 of B4



p. B3 of B4

**TERRAPOINT CANADA (2008) INC.
INTELLECTUAL PROPERTY LICENSES**

- David Evans and Associates - TITAN® System License and Maintenance Agreement - December 2008 - December 2010 (renewable yearly)

p. B4 of B4/

TERRAPOINT TRADE NAMES:

TerraPoint
TIP:LAND
TerraPoint Center Information Center

DOMAIN NAMES:

terra.com	us
terrapoint.com	us
terrapoint.net	us
terrapoint.org	us
terrapoint.biz	us
terrapoint.info	us
terrapoint.co	us

SCHEDULE "C"

EXECUTION COPY

TECHNOLOGY LICENSE AGREEMENT

This License Agreement dated as of _____, 2011 (the "Effective Date") is between GeoDigital International Inc., a corporation incorporated under the laws of the Province of Ontario, with an office at McMaster Innovation Park, 175 Longwood Road South, Suite 400A, Hamilton, Ontario L8P 0A1 ("Licensee") and Shimmerman Penn Tille & Associates Inc. solely in its capacity as court appointed receiver (the "Receiver") _____ ("Licensor").

WHEREAS:

A. Licensor is the court-appointed Receiver of all right, title and interest in and to the software described in Schedule "A" annexed hereto, including all such software as may be covered by the Patents referenced in Schedule "B" annexed hereto _____ Licensor herein includes its agents, assigns or future licensees; and

B. _____

_____ the parties

agree as follows:

ARTICLE 1 - RULES OF INTERPRETATION

1.1 **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) _____

(b) "Improvements" on the licensed subject matter means any change, addition, modification, refinement, enhancements, developments, or derivative work made or developed; and

(c) _____

EXECUTION COPY

[REDACTED]

[REDACTED]

2.1 (a)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

EXECUTION COPY

2.2

[REDACTED]

[REDACTED]

3.1

[REDACTED]

3.2

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

[REDACTED]

[REDACTED]

EXECUTION COPY

4

[REDACTED]

(c)

[REDACTED]

3.3

[REDACTED]

EXECUTION COPY

5

ARTICLE 4 - TERMINATION

4.1

[REDACTED]

4.2

[REDACTED]

4.3

[REDACTED]

ARTICLE 5 - WARRANTIES

5.1

[REDACTED]

ARTICLE 6 - LIMITATION OF LIABILITY

6.1

[REDACTED]

[REDACTED]

EXECUTION COPY

6

[REDACTED]

6.2

[REDACTED]

ARTICLE 7 - GENERAL

7.1 **Entire Agreement.** This Agreement (including the schedules hereto), the asset purchase agreement between the Licensee and the Licensor, dated the date hereof between the parties constitute the entire agreement of the parties with respect to the subject-matter hereof and supersedes all prior agreements understandings, negotiations and discussions, whether oral or written. There are no representations, undertakings or agreements of any kind between all the parties respecting the subject matter hereof except those contained in this Agreement.

7.2 **Headings.** The descriptive headings of Articles and Sections are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of content.

7.3 **Singular, etc.** The use of words in the singular or plural, or with a particular gender, shall not limit the scope or exclude the application of any provision of this Agreement to such person or persons or circumstances as the context otherwise permits.

7.4 **Severability, No Waiver.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. The waiver by either party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. If any remedy set forth in this Agreement is determined to have failed of its essential purpose, then all other provisions of this Agreement, including the limitations of liability and exclusions of damages, shall remain in full force and effect.

7.5 **Further Assurances.** Each party shall promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement that the other party may reasonably require for the purposes of giving effect to this Agreement.

7.6

[REDACTED]

EXECUTION COPY

[REDACTED]

- 7.7 **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties and their respective legal administrators, heirs, executors, successors and permitted assigns.
- 7.8 **Independent Contractors.** The parties to this Agreement are independent contractors, and no agency, partnership, joint venture or employee-employer relationship is intended or created by this Agreement.
- 7.9 **Notice.** Any notices, demands and other communications hereunder shall be in writing and shall be deemed to have been given if delivered or if mailed registered or certified mail or sent by facsimile:

if to Licensor, at:

30 St. Clair Avenue West,
 Suite 400
 Toronto, Ontario M4V 3A1
 Attention: Sheldon Title
 Facsimile No.: (416) 964-2025

with a copy to:

if to Licensee, at:

McMaster Innovation Park,
 175 Longwood Road South, Suite 400A,
 Hamilton, Ontario L8P 0A1
 Attention: Alastair Jenkins
 Email: ajenkins@geodigital.com
 Facsimile No: (905) 867-7203

[REDACTED]

[REDACTED]

EXECUTION COPY

or at such other address or number as the party to whom such notice, demand or other communication as may hereafter have designated by notice given in the manner provided in this Section; and (i) if so mailed, addressed as aforesaid, shall be deemed to have been given on the second business day following such mailing unless there is an interruption in the mails, in which case it shall be deemed to have been given when received; or (ii) if so delivered or sent by facsimile, shall be deemed to have been given on the business day following the date of dispatch or the date of transmission, as the case may be.

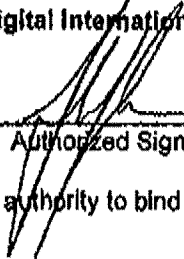
7.10 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario (excluding its conflicts of laws rules) and the laws of Canada applicable therein. This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods. Each of the Parties Irrevocably submits and attorns to the exclusive jurisdiction of the courts of the Province of Ontario to determine all issues, whether at law or in equity arising from this Agreement.

7.11 **Counterparts.** This Agreement may be executed in one or more counterparts (including by means of facsimile or email), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date first above written.

GeoDigital International Inc.

per:



Authorized Signing Officer

I have authority to bind the corporation.

Shimmerman, Penn Title and Associates Inc., solely in its capacity as Receiver of [REDACTED] and not in its personal capacity

per:

Shimmerman, Penn Title and Associates Inc., solely in its capacity as Receiver [REDACTED] not in its personal capacity.

EXECUTION COPY

9

SCHEDULE "A"

[REDACTED]

SOFTWARE RELATED INTELLECTUAL PROPERTY

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Schedule "B"

p. 81 of 83

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

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[Redacted]

[Redacted]

[Redacted]

[Redacted]

Confidential

p. B3 of B3.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

End of Document

Confidential

3

SCHEDULE "D"

HBdocs - 10131508vt