

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386384

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADVANCED SOFTWARE CONCEPTS INC.		05/31/2016	Corporation: CANADA
RECEIVING PARTY DATA			
Name:	9737359 CANADA INC.		
Street Address:	1111, rue St-Charles Ouest		
Internal Address:	Tour Est, bureau 255		
City:	Longueuil (Quebec)		
State/Country:	CANADA		
Postal Code:	J4K 5G4		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3214638	ADVANCED SOFTWARE CONCEPTS	
Registration Number:	3058642	ASC	
Registration Number:	3005656	ASC	
CORRESPONDENCE DATA			
Fax Number:	5148457874		
<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:	514 987-6242		
Email:	carignan-rivard@robic.com		
Correspondent Name:	ROBIC LLP		
Address Line 1:	1001 Square-Victoria		
Address Line 2:	Bloc E - 8th floor		
Address Line 4:	Montreal (Quebec), CANADA H2Z2B7		
NAME OF SUBMITTER:	Amelie Carignan-Rivard		
SIGNATURE:	/Amelie Carignan-Rivard/		
DATE SIGNED:	06/02/2016		
Total Attachments: 5			
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TRADEMARK AND SERVICE MARK ASSIGNMENT

This TRADEMARK AND SERVICE MARK ASSIGNMENT (this "Agreement") is made and entered into May 31, 2016, by and among: 9737359 CANADA INC., a Canadian corporation ("Purchaser") ADVANCED SOFTWARE CONCEPTS INC., a Canadian corporation ("ASC") and ADVANCED SOFTWARE CONCEPTS (US), INC., a Delaware corporation (collectively with ASC, the "Sellers").

WHEREAS, Sellers and Purchaser are parties to an Asset Purchase Agreement, dated as of May 17, 2016 (the "Purchase Agreement"), pursuant to which Purchaser will acquire all of Seller's right, title and interest in and to certain Purchased Assets (as defined in the Purchase Agreement), including, but not limited to, trademarks, service marks and trade names, together with the goodwill associated with and symbolized by them, including without limitation in and to the trademarks, service marks, and trade names identified in Schedule A hereto (all such trademarks, service marks, and trade names referred to collectively as the "Assigned Trademarks").

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

1. Assignment. Sellers hereby sell, assign, transfer, convey and deliver to Purchaser and its successors and assigns all of Sellers' right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all common law trademarks for which no applications or registrations exist, any applications to register any of the Assigned Trademarks, and any registrations that have been or may be granted for any of the Assigned Trademarks, together with all common law rights associated with the applications and registrations, and all goodwill associated with the Assigned Trademarks and symbolized thereby, together with the right to sue and recover damages for future, present and past infringements of the Assigned Trademarks and to fully and entirely stand in the place of Sellers in all matters related to the Assigned Trademarks.

2. Further Assurances. Sellers agree to execute and deliver such other documents and to take all such other actions which Purchaser, its successors and/or assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement and its recordation in any relevant state and national trademark offices.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK][SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Sellers have caused this Trademark and Service Mark Assignment to be executed, by their duly authorized corporate officers effective as of the date first written above.

ADVANCED SOFTWARE CONCEPTS INC.

DocuSigned by:
By: Shawn King
27B30AF9E16F4D0...
Name: Shawn L. King
Title: President

ADVANCED SOFTWARE CONCEPTS (US), INC.

DocuSigned by:
By: Shawn King
27B30AF9E16F4D0...
Name: Shawn L. King
Title: President

This Trademark Assignment acknowledged and agreed to as of the date first written above by:

9737359 CANADA INC.

By: _____
Name: _____
Title: _____

Confidential

**TRADEMARK
REEL: 005805 FRAME: 0850**

IN WITNESS WHEREOF, Sellers have caused this Trademark and Service Mark Assignment to be executed, by their duly authorized corporate officers effective as of the date first written above.

ADVANCED SOFTWARE CONCEPTS INC.

By: _____

Name: Shawn L. King

Title: President

ADVANCED SOFTWARE CONCEPTS (US), INC.

By: _____

Name: Shawn L. King

Title: President

This Trademark Assignment acknowledged and agreed to as of the date first written above by:

9737359 CANADA INC.

By: 

Name: Paul Bourque

Title: Chief Financial Officer.

Confidential

TRADEMARK
REEL: 005805 FRAME: 0851



[SIGNATURE PAGE TO TRADEMARK AND SERVICE MARK ASSIGNMENT]

Confidential

TRADEMARK
REEL: 005805 FRAME: 0852

SCHEDULE A to TRADEMARK AND SERVICE MARK ASSIGNMENT

ASSIGNED MARKS

Country	Trademark	Ref. #	Filed	Appl. #	Reg. #	Expiry
Canada	Advanced Software Concepts	38957-0005	9/10/2002	1,152,175	TMA612,131	6/4/2019
US	Advanced Software Concepts	38957-0006e	9/12/2002	78/163,429	3,214,638	3/6/2017
Canada	ASC	38957-0003	9/10/2002	1,152,176	TMA612,043	6/3/2019
US	ASC	38957-0004e	9/12/2002	78/163,379	3,058,642	2/14/2026
Canada	 ASC	38957-0007	3/21/2003	1,172,004	TMA613,078	6/17/2019
US	 ASC	38957-0010e	9/18/2003	78/302,394	3,005,656	10/11/2025

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