

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DELSCAN GROUP INC.		12/28/2016	Corporation: ONTARIO
RECEIVING PARTY DATA			
Name:	PARSONS INC.		
Street Address:	625 Cochrane Drive		
Internal Address:	Suite 500		
City:	Markham, ONTARIO		
State/Country:	CANADA		
Postal Code:	L3R 9R9		
Entity Type:	Corporation: ONTARIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2177563	DELCAN	
Registration Number:	3485007	DELCAN	
Registration Number:	4637439	DELCAN TECHNOLOGIES	
Registration Number:	3849131	INTELLIGENT NETWORKS	
CORRESPONDENCE DATA			
Fax Number:	6267956321		
<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:	(626) 796-4000		
Email:	ksales@leechtishman.com		
Correspondent Name:	Katherine B. Sales		
Address Line 1:	215 N. Marengo Avenue		
Address Line 2:	Third Floor		
Address Line 4:	Pasadena, CALIFORNIA 91101		
ATTORNEY DOCKET NUMBER:	4289.01		
DOMESTIC REPRESENTATIVE			
Name:	Jeffrey G. Sheldon		
Address Line 1:	215 N. Marengo Avenue		

CH \$115.00 2177563

Address Line 2:	Third Floor
Address Line 4:	Pasadena, CALIFORNIA 91101
NAME OF SUBMITTER:	Katherine B. Sales
SIGNATURE:	/Katherine B. Sales/
DATE SIGNED:	06/28/2017
Total Attachments: 3 source=20161228 Executed General Conveyance Agreement#page1.tif source=20161228 Executed General Conveyance Agreement#page2.tif source=20161228 Executed General Conveyance Agreement#page3.tif	

GENERAL CONVEYANCE AGREEMENT

THIS AGREEMENT is made as of the 28th day of December, 2016.

BETWEEN:

DELCAN GROUP INC.,
a corporation formed under the
laws of Canada

(the "**Corporation**")

- and -

PARSONS INC.,
a corporation formed under the
laws of Canada

(the "**Shareholder**")

RECITALS:

- A. The Corporation has authorized the distribution of all its assets to its shareholder and the filing of articles of dissolution under the *Canada Business Corporations Act* (the "**Act**").
- B. The Shareholder is the legal and beneficial owner of all the issued and outstanding shares of the Corporation.

FOR VALUE RECEIVED, the parties agree as follows:

1. **General Conveyance.** The Corporation grants, bargains, assigns, transfers, conveys and sets over to the Shareholder, its successors and assigns to and for its and their sole and only use forever, all rights, title and interest of the Corporation in and to all its property and assets of every nature and kind whatsoever as of the close of business on the date hereof including:
- (a) all of the property of the Corporation, movable or immovable, real or personal, of every kind and wheresoever situate, including freehold and leasehold property, leases and licences owned or held by the Corporation;
 - (b) all choses in action, including all the book and other debts due or accruing due to the Corporation and the full benefit of all securities for such debts;
 - (c) the full benefit of all existing contracts and engagements to which the Corporation may be entitled;

- (d) all cash on hand and in the bank and all bills, notes, shares, bonds and securities owned by the Corporation; and
- (e) all other property, assets and rights to which the Corporation is or may hereafter be entitled in connection with the business formerly carried on by it or otherwise.

2. **Assumption and Discharge of Liabilities.** This Agreement is made by the Corporation subject to all the liabilities of the Corporation. The Shareholder expressly assumes and undertakes to pay and discharge all such liabilities as of the close of business on the date hereof to the extent of the dollar amount of the property transferred to it by the Corporation and to indemnify the Corporation in respect thereof.

3. **Surrender of Shares.** The Shareholder surrenders to the Corporation for cancellation the share certificates representing all of the issued and outstanding common shares of the capital of the Corporation.

4. **Unassignable Contracts.** It is expressly understood and agreed that any contract to which the Corporation is a party which is not for any reason assignable to the Shareholder shall be held in trust for the Shareholder and performed by the Shareholder in the name of the Corporation, and all benefits derived thereunder shall be for the account of the Shareholder.

5. **Indemnification.** The Shareholder agrees to indemnify each director of the Corporation from and against all liabilities of every nature and kind for which each such director of the Corporation may become personally liable by virtue of,

- (a) this Agreement, and/or
- (b) the distribution of the Corporation's property to the Shareholder resulting therefrom.

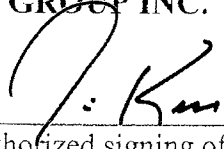
6. **Attorney.** The Corporation irrevocably constitutes and appoints the Shareholder, its successors and assigns, the attorney of the Corporation to act in all circumstances and for all purposes in the name of, or otherwise on behalf of, the Corporation. In addition, this power of attorney shall not be revoked by the Director's issue of a certificate of dissolution in respect of the Corporation under the Act.

7. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

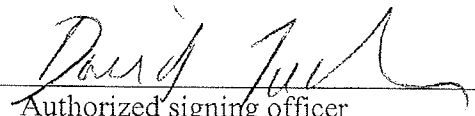
~ signature page follows ~

The parties have executed this Agreement.

DELCAN GROUP INC.

Per: 
Authorized signing officer

PARSONS INC.

Per: 
Authorized signing officer