

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM457396

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
TELUS COMMUNICATIONS INC.	FORMERLY Emergis Inc.	01/01/2018	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GEVITY US HOLDINGS CORP.		
<b>Street Address:</b>	350-375 Water Street		
<b>City:</b>	Vancouver, B.C.		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	L4V 1S8		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2322777	EMERGIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Email:</b>	jordan.lavine@flastergreenberg.com		
<b>Correspondent Name:</b>	JORDAN A. LAVINE		
<b>Address Line 1:</b>	1835 Market Street		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103		
<b>NAME OF SUBMITTER:</b>	Jordan LaVine		
<b>SIGNATURE:</b>	/jordan lavine/		
<b>DATE SIGNED:</b>	01/09/2018		
<b>Total Attachments: 10</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment (the "Assignment"), dated as of January 1, 2018, is by and between **TELUS COMMUNICATIONS INC.** (formerly Emergis Inc.), a Canadian corporation ("Assignor") and **GEVITY US HOLDINGS CORP.**, a Delaware corporation ("Assignee").

### RECITALS

**WHEREAS**, the Assignor has adopted, used and is using the trademarks listed in Schedule "A" attached hereto and is the owner of such trademarks at common law as well as the registrations in the United States Patent and Trademark Office ("USPTO") as listed on the attached Schedule A (the "Assigned Trademarks"), and the associated goodwill therefor; and

**WHEREAS**, Assignor desires to transfer to Assignee and Assignee desires to acquire from Assignor all right, title, and interest in and to the common law rights associated with the Assigned Trademarks, the Assigned Trademarks, together with any and all goodwill of the business symbolized by and associated with the use of the Assigned Trademarks in the United States of America and the parties wish to record such acquisition in the USPTO in the form annexed hereto as Exhibit "1".

**NOW THEREFORE**, for good and valuable consideration, including without limitation the sum of \$1.00 paid by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged by the Assignor, the parties agree as follows:

**Section 1.0 Assignment.** The Assignor hereby grants, transfers, assigns, sells, conveys, and relinquishes exclusively to the Assignee, its successors and assigns forever, the entire title, right, interest, ownership, and all subsidiary rights in and to the Assigned Trademarks, together with the good will of the business symbolized by and associated with said Assigned Trademarks, including, but not limited to, the following:

- i. All common law rights associated with the Assigned Trademarks;
- ii. The right to apply for and obtain registration of the Assigned Trademarks;
- iii. All renewals and extensions of any such application, registration, and filing;
- iii. All licenses for the use of the Assigned Trademarks;
- iv. All income, royalties, damages, claims, and payments now or in the future due or payable under and with respect to the Assigned Trademarks, including, without limitation, damages, claims, and payments for past and future infringements of the Assigned Trademarks;
- v. All rights to sue for past, present, and future infringements of the Assigned

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Trademarks, including the right to settle suits involving claims and demands for royalties owing;

- vi. All rights corresponding to the Assigned Trademarks in the United States of America, its territories and possessions (the "Territory"); and
- vii. The right to assign the rights conveyed here, the same to be held and enjoyed by the Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives.

**Section 2.0 Assignor's Representations.** The Assignor represents the following with respect to the Assigned Trademarks:

- i. The Assigned Trademarks have been in continuous use in the Territory and Assignor owns the entire right, title, and interest in and to the Assigned Trademarks within the Territory and their associated goodwill;
- ii. The referenced registration for the Assigned Trademarks on Schedule "A" is currently valid and in full force and effect;
- iii. Other than to Emergis Solutions Inc., the Assignor has not licensed the Assigned Trademarks to any other person or entity or granted, either expressly or impliedly, any trademark rights with respect to the Trademarks to any other person or entity;
- iv. There are no third party claims, demands, liens or security interests against the Assigned Trademarks; and
- v. Execution of this Assignment and the performance of the Assignor's obligations hereunder shall not violate or conflict with any other agreement to which the Assignor is a party.

**Section 3.0 Assignee's Acknowledgments and Representations.** The Assignee acknowledges that the Assigned Trademarks are limited to the Territory and the Assignee agrees that it will not expand use of the Assigned Trademarks outside of the Territory. Assignee further acknowledges that it will abide by the terms and conditions of the Trademark Co-Existence and Consent Agreement dated as of November 16, 2016 between Emergis ER LLC and TELUS and that Assignor and its affiliates may wind down their affairs, including use of the Assigned Trademarks within the Territory for a three (3) month period not to exceed **March 31, 2018**, time being of the essence.

**Section 4.0 Governing Law and Venue for Disputes.** This Assignment will be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws rules thereof. Any suit for breach of this Assignment shall be brought in the United States District Court for the Southern District of New York or, if jurisdiction in that court is unavailable, in State court in New York County, New York. Assignor and Assignee waive any objection which any party might have now or hereafter to the venue of any such suit and

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irrevocably submit to the jurisdiction of such courts in any such suit and hereby waive any claim or defense of inconvenient forum.

**Section 5.0 Miscellaneous.**

- i. The Assignor and the Assignee each have all authority necessary to enter into this Assignment.
- ii. This Assignment constitutes the entire agreement of the parties with regard to the subject matter herein. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by the parties.
- iii. Any provision of this Assignment that is invalid, illegal, or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality, or unenforceability, without affecting in any way the remaining provisions of this Assignment in such jurisdiction or rendering that or any other provision of this Assignment invalid, illegal or unenforceable in any other jurisdiction.
- iv. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

**Section 6.0 Further Assurances.** The Assignor agrees to cooperate with Assignee and execute such further documents and to perform such further lawful acts, as may reasonably be requested by the Assignee, to effectuate this Assignment.

**Section 7.0 Notices.** All notices given with respect to this Assignment shall be in writing to the parties and their respective counsels, and either:

- i. delivered personally or by courier;
- ii. sent by prepaid registered mail; or
- iii. transmitted by e-mail or functionally equivalent electronic means of transmission, charges (if any) prepaid.

Any notice must be sent to the intended recipient at its address as follows:

**to the Assignor at:**

TELUS Communications Inc.  
7<sup>th</sup> Floor, 510 West Georgia Street  
Vancouver BC V6B 0M3

Attention: Dennis Wong  
E-mail: dennis.wong@telus.com

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With a copy to the Seller's legal counsel at:

Stikeman Elliott LLP  
1155 René-Lévesque Blvd. West  
41st Floor  
Montreal QC H3B 3V2

Attention: Peter Castiel and Kevin A. Custodio  
E-mail: pcastiel@stikeman.com and kcustodio@stikeman.com

**to the Assignee at:**

Gevity Consulting Inc.  
350 – 375 Water Street  
Vancouver, B.C. L4V 1S8

Attention: Leon Salvail

E-mail: lsalvail@gevityinc.com

With a copy to the Buyer' legal counsel at:

Lunny Atmore LLP Attention: Amir Ghahreman

900 – 900 West Hastings Street  
Vancouver, B.C. V6C 1E5  
and by email to aag@la-law.ca

or at any other address as Assignor or Assignee may at any time advise the other by communication given or made in accordance with this Section 7. Any notice delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day it is delivered at that party's address, provided that if that day is not a business day then the communication will be deemed to have been given or made and received on the next business day. Any notice sent by prepaid registered mail will be deemed to have been given or made and received on the fifth (5<sup>th</sup>) business day after which it is mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every notice must be delivered personally or by courier or transmitted by facsimile, e-mail or functionally equivalent electronic means of transmission. Any notice transmitted by facsimile, e-mail or other functionally equivalent electronic means of transmission will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 4:00 pm (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives as of the date and year above written.

TELUS COMMUNICATIONS INC. (formerly  
EMERGIS INC.) (ASSIGNOR)

By: 

Name: Doug French

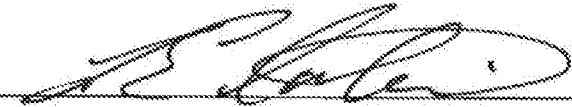
Title: EVP & Chief Financial Officer

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TRADEMARK

REEL: 006245 FRAME: 0718

**GEVITY US HOLDINGS CORP. (ASSIGNEE)**

By:  \_\_\_\_\_

Name: Leon Salvail \_\_\_\_\_

Title: President \_\_\_\_\_


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**SCHEDULE "A"**

<b>Trademark</b>	<b>Classes/Goods</b>	<b>Reg. No.</b>	<b>Reg. Date</b>
EMERGIS (Word Mark)	<p>009/ Computer hardware and software used therewith for use in telecommunications and specifically for ensuring interconnectivity and compatibility between computers, servers, local and wide area networks, and the global computer network, and for the electronic transmission of voice, data, video, facsimile, and information via a global computer network and for electronic commerce; and</p> <p>042/ Consulting services in the field of communications, namely, computer hardware and software planning, development, design, testing, deployment and selection all performed for others</p>	2322777	Feb. 29, 2000
	<p>009/ Computer programs and software for creating, maintaining and managing transactional websites and electronic catalogs; computer programs and software relating to the operation and management of pharmacies, hospitals and other institutions in the field of healthcare; magnetically encoded credit cards, debit cards, medical identification cards and healthcare insurance cards</p> <p>035/ Business management services, namely, electronic procurement, namely, purchasing of operating resources for others; electronic processing of orders for others; electronic auctioneering services; auction management services provided to others over an on-line web site accessed through a global computer network; on-line consignment services whereby goods are received on consignment for auction on an on-line auction site; providing online databases containing consumer information on</p>	N/A	N/A

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	<p>pharmaceutical and medical products; computerized online ordering services in the field of prescription drugs; outsourcing in the field of medical management; providing business information by electronic means; facilitating the exchange of needed information for financial compensation via the Internet; electronic tax filing services; electronic tax preparation services; business management; electronic invoicing and billing services; business management, namely, order management and supply chain management services; business management services relating to product distribution, operations management services, logistics, reverse logistics, supply chain, and production system, and distribution solutions</p> <p>036/ Financial management services; business brokerage services in the field of insurance and healthcare; insurance claim processing and adjudication services; electronic bill payment; electronic funds transfer; electronic payment, namely, electronic processing and transmission of bill payment data; providing electronic processing of credit card transactions and electronic payments via a global computer network; providing financial information by electronic means; electronic mortgage and loan processing services; electronic cash transactions; electronic commerce payment services establishing funded accounts used to purchase goods and services on the Internet; electric credit card transactions; electronic debit transactions; fiduciary tax payment processing services; payroll tax debiting services; tax payment processing services;</p> <p>038/ Providing a high speed access to area networks and a global computer information network; providing multiple-user access to a global computer information network; telecommunications routing and junction services, namely, management of message</p>		
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	<p>routing through a grid or network; electronic messaging store and forward services; electronic messaging services; electronic messaging system, namely, electronic queuing services; electronic store-and-forward messaging; instant messaging services; web messaging; delivery of messages by electronic transmission; electronic data interchange (EDI) services; electronic data interchange;</p> <p>041/ Educational services, namely, conducting workshops and seminars in the field of health and electronic commerce;</p> <p>042/ Document design services; electronic business document design for others; hosting and maintenance of websites of others on a computer server for a global computer network; computer software design for others; computer consultation in the field of computer security; computer security services, namely, restricting access to and by computer networks to and of undesired web sites, media, and individuals and facilities; on-line security services, namely, providing security and anonymity for electronically transmitted credit card transactions; hosting of databases containing health records and medical information;</p> <p>044/ Providing information relating to health care about pharmaceutical and medical products via an online database; and</p> <p>045/ Monitoring of computer systems for security purposes; computer security services in the nature of providing an Internet trust center, namely, computer security assurance and administration of digital keys and digital certificates; consulting services in the field of maintaining the security and integrity of databases.</p>		
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