

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Distribution and Winding-up Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Goodcontacts Research Ltd.	11/18/2008
RECEIVING PARTY DATA	
Name:	Reunion.com
Street Address:	12400 Wilshire Blvd.
Internal Address:	Suite 1500
City:	Los Angeles
State/Country:	CALIFORNIA
Postal Code:	90025
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	7228335
Patent Number:	6694353
Patent Number:	6701348
Patent Number:	7149782
Application Number:	11636498
Patent Number:	7334020
CORRESPONDENCE DATA	
Fax Number:	(613)274-7414
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	613-274-7272
Email:	donna@freedmanandassociates.ca
Correspondent Name:	Freedman & Associates
Address Line 1:	117 CentrepoinTE Drive
Address Line 2:	Suite 350
Address Line 4:	Nepean, CANADA K2G 5X3

CH \$240.00 7228335

ATTORNEY DOCKET NUMBER:

132-01 US AND 5 OTHERS

NAME OF SUBMITTER:

Donna Larabie

Total Attachments: 7

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DISTRIBUTION AND WINDING-UP AGREEMENT

Distribution and Winding-Up Agreement dated 11/18, 2008 between Goodcontacts Research Ltd. (the "Corporation") and Reunion.com, Inc. (the "Shareholder").

RECITALS

- (a) The Shareholder has authorized the voluntary dissolution of the Corporation pursuant to subsection 210(3) of the *Canada Business Corporations Act*.
- (b) The Corporation is authorized to discharge all its debts, obligations and liabilities and to distribute its remaining property to the Shareholder.
- (c) The remaining property of the Corporation is to be distributed to the Shareholder.
- (d) The Shareholder has agreed to undertake to pay and discharge all debts, obligations and liabilities of the Corporation.

In consideration of the foregoing and the mutual agreements contained in this agreement (the receipt and adequacy of which are acknowledged), the parties agree as follows:

Section 1 Conveyance.

The Corporation assigns, transfers and conveys to the Shareholder all right, title and interest of the Corporation in and to all of its undertaking, property and assets of every kind and description wherever situate, as of the close of business on 11/18, 2008 (the "Property").

Section 2 Liabilities.

The Shareholder expressly assumes all debts, obligations and liabilities of the Corporation to the extent only of the value of the Property received by the Shareholder. The Shareholder undertakes to pay and discharge such assumed debts, obligations and liabilities.

Section 3 Contracts Requiring Consent.

Nothing in this agreement shall be construed as an attempt to assign to the Shareholder any contracts, commitments, leases, claims or demands which would otherwise be Property (the "Contractual Rights") but which, as a matter of law or by its terms, is not assignable in whole or in part without the consent of the other party or parties thereto and in respect of which no such consent has been given. In order that the Shareholder may receive and realize the full benefit of the Contractual

Rights, the Corporation shall hold the Contractual Rights in trust for the Shareholder and all benefits derived thereunder shall be for the account of the Shareholder. The Shareholder shall perform the Contractual Rights on behalf of and in the name of the Corporation. The Shareholder agrees to indemnify and save harmless the Corporation from and against all liabilities of every nature and kind arising out of or in any way connected with the performance by the Shareholder in the name of the Corporation of any such contract not assigned to the Shareholder.

Section 4 Power of Attorney.

The Corporation constitutes and appoints the Shareholder and its successors and assigns, the true and lawful attorney of the Corporation for and in the name of or otherwise on behalf of the Corporation with full power of substitution to do and execute all acts, deeds, matters and things whatsoever necessary for the assignment, transfer and conveyance of the Property to the Shareholder and its successors and assigns. This power of attorney, being coupled with an interest, shall survive the dissolution of the Corporation.

Section 5 Third Party Beneficiaries.

The parties intend that this agreement will not benefit or create any right or cause of action in favour of, any person, other than the parties to this agreement. No person, other than the parties to this agreement, is entitled to rely on the provisions of this agreement in any action, suit, proceeding, hearing or other forum.

Section 6 Further Assurances.

The parties agree to do all such acts and things and execute and deliver all transfers, assignments and instruments which may be necessary or desirable to give effect to this agreement or to evidence any transfer or assignment contemplated by this agreement.

Section 7 Governing Law.

This agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 8 Successors and Assigns.

This agreement shall enure to the benefit of and be binding upon the parties to the agreement and their respective legal personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Distribution and Winding-Up Agreement.

GOODCONTACTS RESEARCH LTD.

By: 

Name:

Jeffrey Tinsley

Title:

CEO

REUNION.COM, INC.

By: 

Name: Rachel Glaser

Title: Chief Operating Officer

SOLVENCY CERTIFICATE

TO: GoodContacts Research Ltd. (the "Corporation")

AND TO: The Shareholder of the Corporation

RE: Reduction of the stated capital account maintained for the common shares of the Corporation reduced to Cdn.\$1.00 on _____, 2008 (the "Reduction of Stated Capital Account")

In my capacity as CEO/CEO of the Corporation, I certify, without personal liability, that there are no reasonable grounds for believing that:

- (a) The Corporation is, or after the Reduction of Stated Capital Account would be, unable to pay its liabilities as they become due; or
- (b) The realizable value of the Corporation's assets would, after the Reduction of Stated Capital Account, be less than the aggregate of its liabilities.

DATED 11/18/08, 2008.

Rachel Glaser
Name: Rachel Glaser
Title: Chief Operating Officer



Industry Canada Industrie Canada
Canada Business Loi canadienne sur les
Corporations Act sociétés par actions

FORM 17
ARTICLES OF DISSOLUTION
(SECTIONS 210 AND 211)

FORMULAIRE 17
CLAUSES DE DISSOLUTION
(ARTICLES 210 ET 211)

Note: All corporations are to complete Items 1, 2, 3 and 6, and either complete Item 4 or 5.
Nota : Toutes les sociétés doivent remplir les rubriques 1, 2, 3 et 6, ainsi que la rubrique 4 ou 5.

1 -- Name of the Corporation - Dénomination sociale de la société Goodcontacts Research Ltd.	2 -- Corporation No. - N° de la société 383529-4
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3 -- Is the Corporation bankrupt or insolvent within the meaning of the Bankruptcy and Insolvency Act?
La société est-elle en faillite ou insolvable au sens de la Loi sur la faillite et l'insolvabilité?

☐ Yes - Oui ☒ No - Non

Complete either Item 4 or 5, but not both - Remplir la rubrique 4 ou 5, mais non les deux

4 -- Has the corporation previously filed a statement of intent to dissolve (Form 19) under subsection 211(4) of the Act?
La société a-t-elle déjà déposé une déclaration d'intention de dissolution (formulaire 19) en vertu du paragraphe 211(4) de la Loi?

☒ Yes - Oui If the answer is negative, please complete only Item 5 - Si la réponse est négative, veuillez remplir seulement la rubrique 5

If yes, has the corporation provided for the payment or discharge of its obligations and distributed its remaining property as required by subsection 211(7) of the Act?
Dans l'affirmative, conformément au paragraphe 211(7) de la Loi, la société a-t-elle constitué une provision pour honorer ses obligations et réparti le reliquat de l'actif?

☐ Yes - Oui ☐ No - Non

5 -- Is the Corporation applying for dissolution under section 210 of the Act?
(To apply under section 210, the corporation cannot have previously filed a statement of intent to dissolve (Form 19) under subsection 211(7) of the Act.)

La société dépose-t-elle une demande de dissolution en vertu de l'article 210 de la Loi? (Pour être admissible en vertu de l'article 210, la société ne peut pas avoir déposé une déclaration d'intention de dissolution (formulaire 19) en vertu du paragraphe 211(7) de la Loi.)

☒ Yes - Oui If the answer is negative, please complete only Item 4 - Si la réponse est négative, veuillez remplir seulement la rubrique 4

If yes, under what subsection of the Act is the corporation applying for dissolution? (CHECK ONLY ONE ITEM)
Dans l'affirmative, en vertu de quel paragraphe de la Loi la société procède-t-elle? (COCHER UNE RUBRIQUE SEULEMENT)

- ☐ Subsection 210(1) of the Act applying to a corporation that has not issued any shares.
Paragraphe 210(1) de la Loi applicable à une société qui n'a pas émis d'actions.
or / ou
- ☐ Subsection 210(2) of the Act applying to a corporation that has no property and no liabilities.
Paragraphe 210(2) de la Loi applicable à une société sans biens ni dettes.
or / ou
- ☒ Subsection 210(3) of the Act applying to a corporation that has discharged its liabilities and distributed its property.
Paragraphe 210(3) de la Loi applicable à une société qui a réglé ses dettes et réparti ses biens.

6 -- Name, address and occupation of the person keeping the documents and records of the corporation for six years after the date of dissolution.
Nom, adresse et profession de la personne qui garde les documents et livres de la société pour une période de six ans suivant la date de dissolution.

Signature <i>Rachel Glaser</i>	Printed Name - Nom en lettres moulées Rachel Glaser	7 -- Capacity of - En qualité de COO/CEO and corp. secretary	8 -- Tel. No. - N° de tél. 310-571-3144
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FOR DEPARTMENTAL USE ONLY - À L'USAGE DU MINISTÈRE SEULEMENT

RESOLUTION OF THE SOLE SHAREHOLDER

OF

GOODCONTACTS RESEARCH LTD.

(The "Corporation")

RECITALS

- (a) The Corporation has property and liabilities.
- (b) In connection with the dissolution of the Corporation, the shareholder of the Corporation has determined that it is in the best interest of the Corporation to reduce the Corporation's stated capital account maintained for the common shares of the Corporation.
- (c) The _____ of the Corporation has delivered a certificate (a copy of which is attached hereto) to the effect that the proposed reduction of stated capital would not contravene the solvency requirements set out in subsection 38(3) of the *Canada Business Corporations Act*.

RESOLVED THAT

- 1. Effective _____, the stated capital account maintained for the common shares of the Corporation is reduced to Cdn.\$1.00 and the amount by which the stated capital of the Corporation is reduced is not to be distributed to the holders of the common shares.
- 2. The dissolution of the Corporation is authorized pursuant to subsection 210(3) of the *Canada Business Corporations Act* (the "Act").
- 3. The Corporation is authorized to discharge all its debts, obligations and liabilities and to distribute its remaining property to the sole shareholder of the Corporation (the "Shareholder") on the terms contained in a distribution and winding-up agreement between the Corporation and the Shareholders in the form presented to the Shareholder with whatever amendments any director or officer of the Company may approve (the "Agreement").
- 4. After distributing its remaining property and discharging its liabilities, the Corporation shall dissolve. To effect such dissolution, the Corporation shall deliver articles of dissolution in the prescribed form to the Director appointed under the Act.
- 5. Any director or officer of the Corporation is authorized to:

- (a) approve any amendments to the Agreement;
 - (b) execute and deliver the Agreement; and
 - (c) execute and deliver all other documents and do all acts or things as may be necessary or desirable to give effect to this resolution.
6. Execution of the Agreement by any director or officer of the Corporation will be conclusive evidence of his or her approval of any amendments to the Agreement.

Pursuant to subsection 142(1) of the Act, the sole shareholder of the Corporation signs this resolution on 11/18/08, 2008.

REUNION.COM, INC.

By: Rachel Glaser
Name: Rachel Glaser
Title: Chief operating officer