# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Altus Group Limited Partnership		12/15/2010	LIMITED PARTNERSHIP: CANADA

#### **RECEIVING PARTY DATA**

Name:	2262067 Ontario Limited
Street Address:	17075 Leslie Street, Unit 7
Internal Address:	Toronto
City:	Ontario
State/Country:	CANADA
Postal Code:	L3Y 8E1
Entity Type:	Limited Company: CANADA

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3602529	TCPS
Registration Number:	2996891	PROCAPP
Registration Number:	3517327	STRATCAPP
Registration Number:	2269398	RECAPP

## **CORRESPONDENCE DATA**

Fax Number: (212)575-0671

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 790-9200

Email: trademark@cll.com

Correspondent Name: Joel Karni Schmidt

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Cowan, Liebowitz & Latman, P.C.

Address Line 4: New York, NEW YORK 10036-6799

ATTORNEY DOCKET NUMBER: 29395.001;JKS;AEC

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## DOMESTIC REPRESENTATIVE

Name: Joel Karni Schmidt

Address Line 1: 1133 Avenue of the Americas

Address Line 2: Cowan, Liebowitz & Latman, P.C.

Address Line 4: New York, NEW YORK 10036-6799

NAME OF SUBMITTER:	Joel Karni Schmidt
Signature:	/Joel Karni Schmidt/
Date:	06/07/2011

Total Attachments: 3

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### TRADEMARK ASSIGNMENT

WHEREAS Altus Group Limited Partnership, a limited partnership formed under the laws of the Province of Manitoba, the full post office address of whose principal office or place of business is 17075 Leslie Street, Unit 7, Toronto, Ontario, L3Y 8E1, Canada ("Assignor") is desirous of selling, assigning and transferring to 2262067 Ontario Limited, a company incorporated under the laws of the Province of Ontario, the full post office address of whose principal office or place of business is 17075 Leslie Street, Unit 7, Toronto, Ontario, L3Y 8E1, Canada ("Assignee"), all of its right, title and interest in and to the Canadian, United States and CTM trademark registrations listed in the attached Schedule "A" (collectively the "Trademarks"), along with the goodwill associated with the Trademarks;

AND WHEREAS Assignee is desirous of acquiring all of Assignor's right, title and interest in and to the Trademarks and that portion of the business that pertains to the Trademarks;

AND WHEREAS the Assignment herein is pursuant to an agreement between the Assignor and the Assignee effective January 1, 2011 (the "Asset Transfer Agreement"), pursuant to which the Assignor has agreed to transfer all of its property, including all intellectual property, to the Assignee in consideration for the amount set out in such Asset Transfer Agreement;

NOW, THEREFORE, for \$2.00 (Two Dollars) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

- 1. Assignor does hereby sell, assign, transfer, convey and set over to Assignee, its successors and assigns, all of its right, title and interest in and to the Trademarks, and that portion of the business that pertains to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, including, but not limited to, the right to petition, sue or otherwise seek and recover damages, profits or any other remedy (monetary, injunctive, declaratory or other), for any past, present or future infringement, dilution, conversion or misappropriation of, or other injury, offense, violation, breach of duty or wrong relating to the Trademarks, or any license, agreement, contract or other matter relating thereto.
- 2. Assignor agrees that it will execute and deliver, or cause to be executed and delivered, to Assignee or Assignee's legal representatives, any other or additional assignments, powers or other appropriate documentation, and take all additional actions, necessary to effectuate, validate and record the assignment of the Trademarks to Assignee with the appropriate agencies and offices of all jurisdictions in which the Trademarks are registered, including, but not limited to Canada, the U.S.A. and the United Kingdom, or any other jurisdictions, within a reasonable time of execution hereof. Assignor also agrees to execute such additional documents as Assignee deems reasonably necessary to establish Assignee's rights in the Trademarks, including, but not limited to, such documents to establish the dates of first use for the Trademarks covered by the Trademarks, anywhere and in commerce, by Assignee through Assignor.

[Signature Page Follows]

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IN WITNESS WHEREOF the Transferor and Transferee have duly executed this Domain Name Transfer Agreement on the 15<sup>th</sup> day of December, 2010, with effect as of the 1<sup>st</sup> day of January 2011

> GROUP **PARTNER** ALTUS **GENERAL** CORPORATION, as general partner of, ALTUS GROUP LIMITED PARTNERSHIP

Per:

Name: Rose Oushalkas

Title: Chief Legal Officer and General

Counsel

The undersigned hereby accepts this Assignment.

**Notary Public** 

Notary Public

2262067 ONTARIO

Per:

Name: Gary Yeoman

Title: Director

**TRADEMARK** 

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# Schedule "A"

## CANADA

Trademark	Registration No.
1. TCPS	Reg #: TMA685756
2. STRATCAPP	Reg #: TMA725462
3. PROCAPP	Reg #: TMA627892
SPACE ?	Reg #: TMA509527
5. OFFICE LIFE	Reg #: TMA526899
6. BROKERASSIST	Reg #: TMA509526
7. FPR	Reg #: TMA532087
8. RECAPP	Reg #: TMA485762

# UNITED STATES

Trademark	Registration No.
1. ICPS	Reg #: 3602529
2. PROCAPP	Reg #: 2996891
3. STRATCAPP	Reg #: 3517327
4. RECAPP	Reg #: 2269398

# COMMUNITY TRADE-MARKS (CTM)

Trademark	Registration No.
PROCAPP	Reg #: 2691509
RECAPP	Reg #: 2690972
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RECORDED: 06/07/2011