

## EXHIBIT B

### GENERAL CONVEYANCE, ASSIGNMENT, CONTRIBUTION AND ASSUMPTION AGREEMENT

**THIS GENERAL CONVEYANCE, ASSIGNMENT, CONTRIBUTION and ASSUMPTION AGREEMENT** (as amended and restated from time to time, this “*Agreement*”) is made and entered into as of August 1, 2011 by and between Strategic Forecasting, Inc., a Delaware corporation (the “*Contributor*”), and Stratfor Enterprises, LLC, a Delaware limited liability company (the “*Company*”). Each of the foregoing is individually referred to from time to time herein as a “*Party*” and collectively as the “*Parties*.<sup>”</sup>

#### RECITALS

**WHEREAS**, the Contributor and the Company have entered into a Contribution and Subscription Agreement dated as April 25, 2011 (the “*Contribution Agreement*”), providing, among other things, for the contribution by the Contributor to the Company of the Contributed Assets (as defined in the Contribution Agreement);

**WHEREAS**, pursuant to the Contribution Agreement, the Contributor and the Company are required to execute and deliver this Agreement in connection with the consummation of the transactions contemplated by the Contribution Agreement; and

**NOW, THEREFORE**, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

#### AGREEMENTS

**1.** *Capitalized Terms.* Any capitalized term used but not defined in this Agreement shall have the meaning ascribed to such term in the Contribution Agreement.

**2.** *Conveyance and Assignment of Assets.* Subject to the terms of the Contribution Agreement, the Contributor hereby sells, assigns conveys, transfers and delivers unto the Company the Contributed Assets.

TO HAVE AND TO HOLD the Contributed Assets unto the Company and its successors and assigns forever, together with all and singular the rights and appurtenances belonging or pertaining thereto; and, subject to the terms of the Contribution Agreement, the Contributor hereby binds itself and its successors and assigns to warrant and forever defend all and singular the title to the Contributed Assets unto the Company, its successors and assigns from all claims.

**3.** *Subsequent Actions.* The Contributor shall execute and deliver to the Company, its successors and assigns, all such other and further instruments of conveyance, assignment and transfer, and all such notices, releases and other documents, that would more fully and specifically convey, assign, and transfer to and vest in the Company, its successors and assigns, the title of the Contributor in and to all and singular the Contributed Assets hereby conveyed, assigned, and transferred, or intended to be conveyed, assigned or transferred. To the extent that, with respect to any of the Contributed Assets, no assignment document other than this

Agreement is executed, the Parties intend for this Agreement to constitute the conveyance, transfer and assignment of such Contributed Assets.

**4. Assumption.** Subject to terms of the Contribution Agreement, the Company has and by these presents does hereby fully assume and agrees to discharge the Assumed Obligations.

**5. Miscellaneous.**

(a) **Headings.** The headings contained in this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.

(b) **Amendment and Waiver.** This Agreement may be amended, and the observance of any term of this Agreement may be waived, with (and only with) the written consent of the Company and the Contributor.

(c) **Successors and Assigns; Assignment; No Third-Party Beneficiaries.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties. The Company may assign this Agreement and the rights, interests or obligations hereunder without the consent of the Contributor. Nothing in this Agreement shall confer upon any person not a party to this Agreement any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

(d) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all such counterparts together shall constitute one instrument. Delivery of a copy of this Agreement bearing an original signature by facsimile transmission or by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

(e) **Governing Law and Severability.** This Agreement shall be governed by the internal laws of the State of Texas, without regard to principles of conflicts of law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be deemed prohibited or invalid under such applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, and such prohibition or invalidity shall not invalidate the remainder of such provision or the other provisions of this Agreement.

(f) **Conflict and Inconsistency; No Merger.** To the extent any conflict or inconsistency exists between the provisions of this Agreement and the Contribution Agreement, the provisions of the Contribution Agreement shall be controlling. The terms and provisions of the Contribution Agreement (including, without limitation, the representations, warranties and covenants therein) shall not merge, be extinguished or otherwise affected by the delivery and execution of this Agreement or any other document delivered pursuant to Section 3 of this Agreement.

(g) **Rules of Construction.** Each of the Parties has contributed to the drafting of this Agreement; accordingly, no rule of strict construction shall be applied against any Party.

IN WITNESS WHEREOF, the Contributor and the Company have executed this Agreement as of the date first written above.

**THE CONTRIBUTOR:**

**STRATEGIC FORECASTING, INC.**

By: Don R. Kykendall  
Name: DON R. KYKENDALL  
Title: PRESIDENT

**THE COMPANY:**

**STRATFOR ENTERPRISES, LLC**

By: Don R. Kykendall  
Name: DON R. KYKENDALL  
Title: PRESIDENT