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Form PTO-1594

RECORDATION FO

PARTMENT OF COMMERCE
Trademark Office

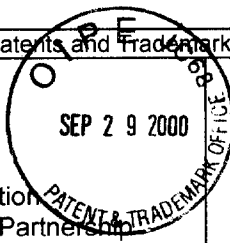
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OMB No. 0651-0011(exp-4/94)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original Documents or copy thereof.



1. Name of conveying party(ies):
AirTouch Services

- Individual
- General Partnership
- Corporation-State-California
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other- Bill of Sale, Assignment and Assumption Agreement
- Merger
- Change of Name

Execution Date: **January 17, 1996**

2. Name and address of receiving party(ies)

Name: **Teletrac, Inc.**
 Internal Address: **9-29-00**
 Street Address: **8900 State Line Road**
Suite 500
 City: **Leawood** State: **KS** ZIP: **66206**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State - Delaware
- Other



If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

TELETRAC & Design - 1,800,478

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: **Alfred N. Goodman**
Roylance, Abrams, Berdo & Goodman, LLP
 Internal Address:

Street Address: **1300 19th Street, N.W.**
Suite 600
 City: **Washington State: D.C.** ZIP: **20036**

6. Total number of applications and registrations involved: **1**

7. Total fee (37 CFR 3.41) ... **\$40.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

18-2220
 (Attach duplicate copy of this page if paying by deposit account)

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Alfred N. Goodman
 Name of Person Signing

Alfred N. Goodman
 Signature

9/29/00
 Date

Total number of pages including cover sheet, attachments, and document: **10**

Mail documents to be recorded with required cover sheet Information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231

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BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of January 17, 1996 (the "Agreement"), between AIRTOUCH SERVICES, a California corporation ("Seller" which term shall include, unless the context indicates otherwise, AirTouch Teletrac, a California general partnership ("AirTouch Teletrac")), and TELETRAC, INC., a Delaware corporation ("Buyer").

WHEREAS, Seller, as the successor in interest to AirTouch Teletrac, is engaged in the business of providing vehicle location and fleet management software and services and related messaging services (the "Business"); and

WHEREAS, Seller and Buyer have executed and delivered an Asset Purchase Agreement dated as of November 14, 1995 (the "Purchase Agreement"), providing, among other things, for the sale by Seller to Buyer of substantially all the assets and properties relating to or used or held for use in the Business; and

WHEREAS, the Purchase Agreement also contemplates that Buyer shall assume certain liabilities and obligations of Seller, as more particularly set forth herein;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

2. **Assignment.** Except for those assets excluded pursuant to Section 3 below, Seller does hereby sell, convey, transfer, assign and deliver unto Buyer, its successors and assigns forever, all right, title and interest of Seller in and to all the assets and properties of Seller (of every kind, nature and description, real, personal or mixed, tangible or intangible and wherever situated, whether or not carried on the books of Seller), relating to or used or held for use in the Business (such assets and properties sold, conveyed, transferred, assigned and delivered being hereinafter collectively called the "Assets"), including without limitation the following:

(a) [Intentionally Deleted];

(b) **Real Property Interests.** All real property and leases of, and other interests in, real property (including, without limitation, tower sites) used or held for use in the Business, in each case together with all buildings, fixtures

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and improvements erected thereon, including without limitation the items listed on Schedule 3.09(i) to the Purchase Agreement;

(c) Tangible Personal Property. All tangible personal property and inventories relating to or used or held for use in the Business (including, without limitation, all transmitters, receivers, control equipment and other equipment, computer hardware, vehicle location units, vehicles and spare parts), and all supplies, furniture, office equipment, furnishings and fixtures related to administrative, operational, technical or sales functions of the Business regardless of whether currently used in the Business, in each case, wherever situated;

(d) Patents, Trademarks, Etc. All patents, trademarks and trade names, trademark and trade name registrations, service marks and service mark registrations, copyrights and copyright registrations, the applications therefor and the licenses and franchises relating to or used or held for use in the Business, including without limitation those listed on Schedule 3.09(ii) to the Purchase Agreement, together with the goodwill and the business appurtenant thereto;

(e) Trade Secrets, Etc. All trade secrets, technology (including technology with respect to which Seller is a sublicensee, in such case only insofar as permitted under the applicable sublicense agreement), lists of customers, suppliers and personnel, marketing data and information, processes, inventions, research and development data and materials, prototype products, designs, drawings, schematics, patterns, blueprints, specifications, royalties, privileges, know-how, permits and all other similar intangible personal property owned or claimed by seller and relating to or used or held for use in the Business;

(f) Leases and Other Contracts. All right, title and interest of Seller in and to leases of personal property, customer contracts, sales and purchase orders and any other agreements, commitments and arrangements, including, without limitation, those listed on Schedule 3.09(iv) to the Purchase Agreement;

(g) Proprietary Software. All right, title and interest of Seller in and to all computer software programs (including, without limitation, Fleet Director, Simon and NCC) and databases developed by Airtouch Teletrac that are used or usable in the Business (including all copies of such software programs in both source and object code form and all documentation, manuals and other materials relating thereto);

(h) Third-Party Software. All right, title and interest of Seller in and to any third-party software programs used or usable in the Business and any related software maintenance agreements (including all documentation, manuals and other materials related thereto);

(i) Restrictive Covenants. All right, title and interest of Seller in and to the restrictive covenants and obligations of officers, employees, former officers and former employees of Seller or any affiliate thereof and all rights, claims and causes of action (whether asserted or unasserted) against any officer, former officer, employee, former employee or other person arising out of the disclosure or use, or threatened disclosure or threatened use, of any proprietary information relating to the Business;

(j) Claims. All right, title and interest of Seller in and to all choses in action, claims and causes of action in favor of Seller relating to any of the Assets other than refunds of Taxes (as defined in Section 3.17 of the Purchase Agreement) and other governmental charges for periods (or portions thereof) ending on or prior to the Closing Date and, appropriately prorated as of the Closing Date (as provided in Section 8.06(b) of the Purchase Agreement), for periods commencing prior to the Closing Date and ending after the Closing Date;

(k) Receivables. All accounts, notes and other receivables, and other rights of Seller to payment in respect of services performed or goods provided by Seller with respect to the Business prior to the Closing Date;

(l) Licenses. All transferable federal, state and local licenses, permits or other governmental authorizations necessary for the conduct of, or otherwise usable in, the Business and all other rights to obtain licenses and permits, including all such as are listed on Schedule 3.15 to the Purchase Agreement, except all Communications Licenses (as defined in Section 3.15 of the Purchase Agreement) held by Seller, which shall be transferred to Teletrac License, Inc., a wholly-owned subsidiary of Buyer, pursuant to a separate instrument;

(m) Other Intangible Personal Property. All other intangible personal property of whatsoever kind or character, whether evidenced in writing or not, including but not limited to all deferred charges and prepaid expenses, bonds, claims, and causes of action (whether fixed or contingent);

(n) Promotional Material. All brochures, sales literature, promotional material and other selling material relating to or used in the Business;

(o) Books and Records. All papers, documents, instruments, books and records (including, without limitation, personal property and other tax returns), files, agreements, books of account and other records by which the Assets might be identified or enforced, or otherwise pertaining to the Assets or the Business, whether in paper or computer format, that are used in connection with the Assets or the Business (including, without limitation, customer invoices, drafts and other documents and materials relating to customer transactions), other than those that relate primarily to the businesses of Seller other than the Business and that are not reasonably necessary for the operation of the Business, provided, however, that if Seller shall determine that any of the same are necessary for the conduct of its remaining businesses, Seller shall be entitled to make and retain copies thereof; and

(p) Other Assets. All other assets and rights of every kind and nature, real or personal, tangible or intangible, that are owned or claimed by Seller or any of its affiliates and that are exclusively or predominantly used or held for use in connection with the Business, whether or not such assets are reflected on the balance sheets and other financial statements of Seller.

Without limiting the generality of the foregoing, the Assets shall, except as set forth in Section 2 below, include (i) all current assets as of the Closing Date included in the accounts described on Schedule 2.07 to the Purchase Agreement and (ii) all non-current Assets reflected on the June 30 Balance Sheet (as defined in Section 3.05 of the Purchase Agreement), prepared from the accounting records of Seller, and all such assets as may be acquired by Seller after said date relating to, used or held for use in the Business and that would be included on a balance sheet prepared in like manner from such accounting records as of the Closing Date, except any such assets that may be or have been disposed of after June 30, 1995 in the ordinary course of business (as defined in Section 1.01(a) of the Purchase Agreement) on a basis consistent with past practice.

TO HAVE AND TO HOLD all and singular, the assets and properties hereby conveyed, granted, bargained, sold, transferred, assigned and delivered, or intended so to be, unto Buyer and its successors and assigns, to and for their own use and behoof forever.

3. Assets and Properties Not Assigned. Anything herein contained to the contrary notwithstanding, the following assets and properties of Seller are specifically excluded from the Assets and shall be retained by Seller:

- (a) all cash on hand, including bank accounts and temporary cash or other investments (including, without limitation, certificates of deposit, Treasury bills and other marketable securities and cash equivalent items);
- (b) all rights to the trademarks "AirTouch" and "AirTouch & Design," except as provided in Section 8.04 of the Purchase Agreement;
- (c) customer lists and copies of customer credit, payment and other information for periods prior to January 1, 1992;
- (d) all leases for office facilities listed on the Facility Schedule included in Schedule 3.09(i) to the Purchase Agreement;
- (e) prepaid rent and prepaid insurance;
- (f) accounts receivable representing obligations of any of Seller's affiliates (i.e., intercompany or interdivisional accounts receivable) and employee accounts receivable;
- (g) all other current assets of Seller not included in the accounts described on Schedule 2.07 to the Purchase Agreement (provided that any vehicle location units, the value of which is excluded from the calculation of inventory, shall be included in the Assets);
- (h) all Plans (as defined in Section 3.20 of the Purchase Agreement);
- (i) claims or rights against third parties relating to liabilities or obligations that are not assumed by Buyer hereunder; and
- (j) all Communications Licenses (as defined in Section 3.15 of the Purchase Agreement).

4. Assumption of Certain Liabilities. Subject to Section 5 hereof, Buyer shall assume and agree to pay, perform and discharge when due all of the liabilities and obligations of Seller to be performed after the Closing Date with respect to the Business that are set forth in Schedule 2.04 to the Purchase Agreement (all of said liabilities assumed by Buyer being hereinafter referred to collectively as the "Assumed Liabilities").

Buyer's assumption of the Assumed Liabilities and agreement to perform obligations hereunder shall not prohibit Buyer from contesting or causing to be contested the amount and/or validity of any such Assumed Liabilities or obligations.

5. Non-Assumption of Liabilities. Buyer is not assuming, and shall not be deemed to have assumed, any liabilities or obligations of Seller of any kind or nature whatsoever, except as expressly provided in Section 4 above. Anything in Section 4 above or in the Purchase Agreement to the contrary notwithstanding, and without limiting the generality of the foregoing, it is hereby agreed that Buyer is not assuming, and shall not have any obligation for or with respect to:

(a) any liabilities or obligations for Taxes (as defined in Section 3.17 of the Purchase Agreement) arising from or with respect to the Assets or the operations of the Business that are incurred in or relate to any period prior to (and up to and including) the close of business on the Closing Date, including without limitation any Taxes arising out of the consummation of the transactions contemplated hereby, except as expressly set forth in Section 8.06 of the Purchase Agreement;

(b) any liabilities or obligations of Seller or its affiliates that arise under the terms of a contract, agreement, license, lease, sales order, purchase order, or other commitment that shall not be assigned as contemplated by Section 3 hereof or that relate to any Excluded Assets;

(c) any liabilities or obligations of Seller or its affiliates in respect of Grandfathering Expenses in excess of the Grandfathering Budget (as defined in Section 2.02(a)(iii) of the Purchase Agreement) minus the amount of the Reimbursement (as defined in Section 2.02(a)(iii) of the Purchase Agreement), and any liabilities or obligations of Seller or its affiliates relating to the grandfathering of new Federal Communications Commission licenses, the incurrence of which was not consented to by Buyer;

(d) any liabilities or obligations of Seller or its affiliates under any Plan (as defined in Section 3.20 of the Purchase Agreement) including, without limitation, liabilities under Seller's bonus plan and any obligation to adopt or to sponsor any Plan of Seller;

(e) any obligation of Seller or its affiliates under any employment or consulting agreements or arrangements (including, without limitation, liabilities for payroll and compensation expense and vacation and sick leave) other than those assumed by Buyer pursuant to Section 2.04 hereof;

(f) any liabilities or obligations of Seller or its affiliates for any refunds, rebates, discounts or other such sums, whether falling due before or after the Closing Date, in respect of goods provided or services rendered prior to the

Closing Date other than dealer commissions included on Schedule 2.04 to the Purchase Agreement;

(g) any liabilities or obligations of Seller to any of its affiliates, including, without limitation, intercompany interest payable and accounts payable;

(h) any liabilities or obligations of Seller for legal, accounting and other professional services rendered to Seller or its affiliates;

(i) any liabilities or obligations of Seller or its affiliates arising out of any action, suit, investigation or proceeding to the extent based upon an event occurring or a claim arising (A) prior to the Closing Date or (B) after the Closing Date (in the case of claims in respect of products or services sold or provided by Seller prior to the Closing Date) and attributable to acts performed or omitted by Seller or its affiliates prior to the Closing Date; and

(j) any other liabilities or obligations of Seller or its affiliates relating to the Business that are incurred prior to the Closing Date, except as expressly provided in Section 4 hereof, including, without limitation, any current liabilities of Seller not included in the accounts described on Schedule 2.07 to the Purchase Agreement and any other liabilities of Seller incurred in connection with the transactions contemplated hereby;

all of which shall be borne entirely by Seller.

6. Miscellaneous. (a) Seller hereby covenants and agrees that it will warrant and defend the sale of the Assets against each and every person or persons whomsoever claiming against any or all of the same.

(b) Buyer and Seller hereby acknowledge and agree that the rights and remedies of each party under the Purchase Agreement shall not be deemed to be enlarged, modified or altered in any way by this Agreement.

(c) This Agreement shall be binding upon, inure to the benefit of, and be enforceable by, Buyer and Seller and their respective successors and assigns.

(d) Nothing contained herein shall require Buyer to pay, perform or discharge any liabilities or obligations expressly assumed hereunder so long as Buyer shall in good faith contest or cause to be contested the amount or validity thereof, and Seller shall, to the best of its ability, provide to Buyer any knowledge or information in its possession reasonably required by Buyer in so contesting such claims.

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year first above written.

TELETRAC, INC.

By: Steven D. Scheiwe
Name: Steven D. Scheiwe
Title: Secretary

AIRTOUCH SERVICES

By: _____
Name:
Title:

(e) This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Bill of Sale, Assignment and Assumption Agreement as of the day and year first above written.

TELETRAC, INC.

By: _____
Name: Steven D. Scheiwe
Title: Secretary

AIRTOUCH SERVICES

By: _____
Name: _____
Title: _____

RECORDED: 07/31/1996

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RECORDED: 09/29/2000

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