

09-19-2001



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Form PTO-1594

(Rev. 03/01)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

TransCore ITS, Inc.

9-13-01

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 9/10/01

2. Name and address of receiving party(ies)

Name: TransCore, LP

Internal

Address: _____

8158 Adams Drive, Liberty Centre Bldg. 200
Street Address: _____

City: Hummelstown State: PA Zip: 17036

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☒ Limited Partnership Delaware☐ Corporation-State _____☐ 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,345,110

Additional number(s) attached ☐ Yes ☒ No5. Name and address of party to whom correspondence
concerning document should be mailed:

Name: Michael J. Smith, Esquire

Internal Address: _____

Blank Rome Comisky & McCauley LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

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:

02-2555

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

DO NOT USE THIS SPACE

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.

Michael J. Smith, Esquire

Name of Person Signing

Signature

September 12, 2001

Date

6

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

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

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TRADEMARK
REEL: 002369 FRAME: 0328

THIS DEED OF ASSIGNMENT is dated 10 September 2001 and

BETWEEN:

- (1) **TransCore ITS, Inc.**, a Delaware corporation, with an address at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, Pennsylvania 17036, UNITED STATES OF AMERICA, (the "Assignor"), and
- (2) **TransCore, LP**, a Delaware limited partnership, with an address at 8158 Adams Drive, Liberty Centre, Building 200, Hummelstown, Pennsylvania 17036, UNITED STATES OF AMERICA (the "Assignee").

WHEREAS:


- (1) The Assignor is either the registered proprietor or entitled to be registered as the proprietor of the trademark short particulars of which are set out in the Schedule (the "Trademark"); and
- (2) Assignee is desirous of acquiring the Trademark,

NOW IT IS HEREBY AGREED as follows:

- 1 In consideration of the payment by the Assignee to the Assignor of 10.00 U.S. Dollars, receipt of which the Assignor acknowledges, the Assignor hereby assigns to the Assignee, with full title guarantee, its entire legal and beneficial interest in the Trademark together with the goodwill associated therewith and the right to sue for past infringement TO HOLD unto the Assignee absolutely.
- 2 The Assignor shall at the Assignee's cost and expense execute all such documents and render all such assistance as the Assignee may reasonably request from time to time for the purpose of perfecting the Assignee's title to the Trademark including without limitation making applications to register the Assignee as the proprietor of the Trademark.
- 3 This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and the parties irrevocably agree that the courts of the State of Delaware are to have exclusive jurisdiction to any disputes that arise out of or in connection with this Agreement.

IN WITNESS WHEREOF this Deed of Assignment has been executed as a deed on the day and year first above written.

SIGNED by Claudia F. Wiegand)
for and on behalf of)
TRANSCORE ITS, INC.,)
In the presence of:)



Claudia F. Wiegand
Senior Vice President, Secretary
and Treasurer

SIGNED by Claudia F. Wiegand)
for and on behalf of)
TLP HOLDINGS, LLC,)
the general partner of TransCore, LP)
In the presence of:)



Claudia F. Wiegand
Executive Vice President

Schedule 1

**TRADEMARK OWNED BY
TRANSCORE ITS, INC.**

<u>Trademark</u>	<u>Country</u>	<u>Status</u>	<u>Registration Number</u>
JHK AND ASSOCIATES and Design	U.S.	Registered	1,345,110

111039.01101/10912023M

RECORDED: 09/13/2001

**TRADEMARK
REEL: 002369 FRAME: 0331**