FORM PTO-1594 (Modified) 12-31-2	001 EET	Docket No.:
(Rev. 6-93) OMB No. 0651-0011 (exp.4/94)		097229/0004
Copyright 1994-97 LegalStar TM05/REV03		09/229/0004
Tab settings → → → 1019212	275 ▼	▼ ▼
	275	
1. Name of conveying party(ies):	2. Name and address of receivi	ng party(ies):
Andrew Morton Robert Crocitto	Name: iTracs Corporation	
	_	
	Internal Address:	
☑ Individual(s) ☐ Association	Street Address: 1501 W. Fo	untainhead Parkway
☐ General Partnership ☐ Limited Partnership	City: <u>Tempe</u>	State: <u>AZ</u> ZIP: 85282
☐ Corporation-State	Individual(s) citizonabia	
☐ OtherAdditional names(s) of conveying party(ies) ☐ Yes ☐ No		
Additional names(s) of conveying party(ies)		
3. Nature of conveyance:		
	•	is
☐ Security Agreement ☐ Change of Name	☐ Other	
Other	If assignee is not domiciled in the Ur designation is	nited States, a domestic
Execution Date:	(Designations must be a separate do	ocument from
	Additional name(s) & address(es)	☐ Yes ☐ N
4. Application number(s) or registration numbers(s):		
A. Trademark Application No.(s)	B. Trademark Regi	stration No.(s)
78/000,133		
Additional numbers	Yes No	
5. Name and address of party to whom correspondence	6. Total number of applications and registrations involved:	
concerning document should be mailed:	registrations involved	
Name: Kiersten Skog	7. Total for (27.000.2.44).	ф "
Internal Address:	7. Total fee (37 CFR 3.41):	\$ \$20.00
	☐ Enclosed	
Stroock & Stroock & Lavan	\sqrt	
	Authorized to be charged	to deposit account
Street Address: 180 Maiden Lane	8. Deposit account number:	
	19-4786 19-4709	
City: New York State: NY ZIP: 10038		
	USE THIS SPACE	
10/23/2001 STON11 00000085 194709 78000133		
1 FC:481 40.00 CH		

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.

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and

ASSIGNMENT OF TRADEMARK

WHEREAS, Andrew Morton, an individual, residing at 695 Katherine Drive, Reno, Nevada 89502; and Robert Crocitto, an individual, residing at 5233 N Elk River, Reno, Nevada 89511 (hereinafter referred to as "ASSIGNORS"), are the owners of U.S. Application Serial No. 78/000,133 for the mark IT-TRAC for computer software designed to store utility information, in Class 9 (hereinafter referred to as the "TRADEMARK"); and

WHEREAS iTracs Corporation, an Illinois corporation, located and doing business at 1501 W. Fountainhead Parkway, Tempe, Arizona 85282 (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring all of the right, title and interest of ASSIGNORS in, to and under the TRADEMARK, together with the goodwill of the business associated with the TRADEMARK;

NOW THEREFORE, in consideration of good and valuable consideration paid by
ASSIGNEE to ASSIGNORS, the sufficiency and receipt of which is hereby acknowledged,
ASSIGNORS hereby transfer and assign to ASSIGNEE the entire right, title and interest of
ASSIGNORS in and to the TRADEMARK together with the goodwill of the business associated
with the TRADEMARK and the United States application therefore;

ASSIGNORS acknowledge that upon execution of this Assignment, ASSIGNORS shall no longer have any rights or goodwill in or associated with the TRADEMARK; and

ASSIGNORS further authorize the Commissioner of Patents and Trademarks of the
United States whose duty it is to record trademark registrations, applications and title thereto, to

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TRADEMARK REEL: 002387 FRAME: 0074 record the TRADEMARK and title thereto as the property of the ASSIGNEE, its successors, legal representatives and assigns in accordance with the terms of this instrument; and

ASSIGNORS do also hereby sell, assign, transfer and set over unto ASSIGNEE, its successors, legal representatives and assigns all claims for damages by reason of past infringement of the TRADEMARK, the right to sue for and collect the same for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives;

ASSIGNORS further agree to execute such further documents as may be required to record ASSIGNEE as the owner of the TRADEMARK herein assigned;

ASSIGNORS also agree to cooperate with ASSIGNEE in any legal action that ASSIGNEE may take regarding the protection of the rights of ASSIGNEE in the TRADEMARK; and

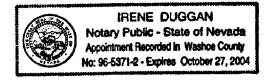
ASSIGNORS also represent and warrant that they have the unqualified right and power to enter into this Agreement and perform its terms; that they are the owners of the entire right, title and interest in, under and to, free and clear of any liens, charges and encumbrances, of the Application Serial No. 78/000,133 for the TRADEMARK; that the TRADEMARK is valid, enforceable, subsisting and in good standing; that the TRADEMARK has not been adjudged invalid or unenforceable, in whole or in part by any court of competent jurisdiction; nor has any holding, decision or judgment been rendered by any governmental authority which would limit, cancel or question the validity, registrability or enforceability of any of the TRADEMARK; and ASSIGNORS have not granted any release, covenant not to sue, or non-assurance to any third party with respect to any of the TRADEMARK.

TRADEMARK
REEL: 002387 FRAME: 0075

ROBERT CROCITTO

STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 5, 2001, by Andrew Morton.





STATE OF NEVADA)
)ss
COUNTY OF WASHOE)

This instrument was acknowledged before me on October 5, 2001, by Robert Crocitto.



RECORDED: 10/22/2001

June Duggar NOTARY PUBLIC

> TRADEMARK REEL: 002387 FRAME: 0076