

ATTORNEY DOCKET NO. 701.91

FORM PTO-1595	RECORDATION FORM COVER SHEET PATENT AND TRADEMARK OFFICE	U.S. DEPT. OF COMMERCE
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To The Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copythereof.

<p>1. Name of conveying party(ies): MAPSource, Inc.</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other: Trademark Assignment Agreement</p> <p>Execution Date: 1-17-2003</p>	<p>2. Name and address of party receiving the power:</p> <p>Name: Garmin Ltd.</p> <p>Internal Address: P.O. Box 30464 SMB</p> <p>Street Address: 5th Floor, Harbour Place 103 South Church Street</p> <p>City: George Town</p> <p>State: Cayman Islands</p> <p>Zip:</p> <p>Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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4. Application number(s) or trademark registration(s):

If this document is being filed together with a new application, the execution date of the application is: __

A. Trademark Application No.(s):	B. Trademark Registration No.(s): 2,603,282
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Additional numbers attached? Yes No

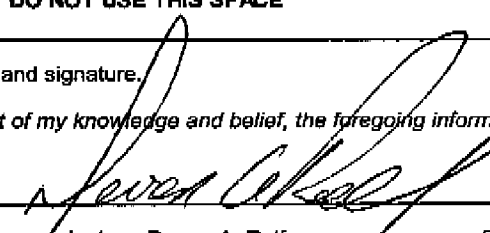
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: Devon A. Rolf</p> <p>Internal Address: Garmin International, Inc.</p> <p>Street Address: 1200 East 151st Street</p> <p>City: Olathe</p> <p>State: Kansas</p> <p>Zip: 66062</p>	<p>6. Total number of applications and patents involved:.....1</p> <p>7. Total fee (37 CFR 3.41).....\$40.00</p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account No.: 501-791</p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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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.

Name of person signing Devon A. Rolf

Signature 

Date 10/7/03

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Mail Stop Assignment Recordation Services
 Directors of the United States Patent and Trademark Office
 P.O. Box 1450 - Alexandria, VA 22313-1450

CH \$40.00 501791 2603282

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment is entered into by and between MAPSource, Inc., a Florida corporation, having a principal address of 3100 39th Avenue North, St. Petersburg, Florida 33714, (hereinafter "MAPSource"), and Garmin Ltd., a Cayman Islands corporation, having a principal address of 5th Floor Harbour Place, 103 South Church Street, P.O. Box 30464 SMB, George Town, Cayman Islands, and Garmin Corporation, a Taiwan corporation, having a principal address of No. 68, Jangshu, 2nd Road, Shijr, Taipei, Taiwan, R.O.C., (hereinafter collectively "Garmin").

WHEREAS, Garmin Ltd. is the parent corporation of its wholly owned subsidiary Garmin Corporation, and Garmin Corporation is the parent corporation of its wholly owned subsidiary Garmin International, Inc. (a U.S. company);

WHEREAS, MAPSource, on one hand, entered into a Settlement and License Agreement in 1999 with Garmin Corporation and Garmin International, Inc., collectively as the other party, under which MAPSource owns the MAPSOURCE trademark and has granted a license to Garmin Corporation and Garmin International to use the MAPSOURCE mark on the terms and conditions set forth in the Settlement and License Agreement;

WHEREAS, the said Settlement and License Agreement requires Garmin Corporation to assign its rights in U.S. Trademark Application for the mark MAPSOURCE (Serial No. 75/554,896) to MAPSource; and

WHEREAS, Garmin Corporation's said U.S. Trademark Application Serial No. 175/554,896 for the mark MAPSOURCE has matured into U.S. Trademark Registration No. 2,603,282. Garmin Ltd. now desires to own U.S. Registration No. 2,603,282 for the MAPSOURCE mark and all trademark rights corresponding to the '282 registration, and MAPSource desires to relinquish its right to an assignment of the registration and to assign and sell its right, title and interest in and to the '282 registration and mark covered thereby to Garmin Ltd.

NOW, THEREFORE, in consideration for the mutual obligations and promises set forth below, MAPSource and GARMIN agree as follows:

1. **Trademark Assignment**

MAPSource relinquishes its earlier contractual right to an assignment of U.S. Trademark Registration No. 2,603,282 and has sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Garmin Ltd., the full and exclusive right, title and interest, throughout the world, in and to U.S. Trademark Registration No. 2,603,282, together with the goodwill symbolized by the mark therein covered and any common law rights in the mark for the goods recited in the '282 registration, and the right to recover for any past infringement of said registered mark.

2. Payment

As consideration for MAPSource's relinquishment of its right to an assignment from Garmin of U.S. Trademark Registration No. 2,603,282 and its assignment of its rights in the '282 registration and registered MAPSOURCE mark to Garmin Ltd., Garmin Ltd. shall make a one-time non-refundable payment of Twelve Thousand Five Hundred (\$12,500.00) U.S. Dollars to MAPSource upon full execution of this Agreement.

3. Trademark Application(s)/Registration(s)

MAPSource and GARMIN will take no action or position that is inconsistent with the other's interest with respect to the MAPSOURCE mark, or any applications or registrations of or for MAPSOURCE. Although MAPSource agrees not to use the MAPSOURCE mark on or in conjunction with goods designated in the '282 registration, nothing in this Agreement shall prohibit MAPSource from continuing to use the MAPSOURCE mark in the manner it currently uses the mark.

4. No Pending Legal or Administrative Actions

GARMIN and MAPSource represent that there are no actions at law or administrative proceedings currently pending that concern the subject matter of this Agreement.

5. Covenant Not to Sue

Except as otherwise provided in this Agreement, neither GARMIN nor MAPSource shall institute, submit, or file, or permit to be instituted, submitted or filed on its behalf, any lawsuit, charge, claim, complaint or other proceeding, with any administrative agency, including but not limited to the USPTO, or with any court or other forum, against each other based upon any act or omission, existing or occurring at any time before the execution of this Agreement, and concerning or relating to the subject matter of this Agreement, including but not limited to actions of trademark infringement, dilution or unfair competition.

6. Cooperation

MAPSource and GARMIN agree to assist one another to the extent necessary to protect the rights which are the subject of this Agreement and to defend against any charge of infringement or violation of the rights of any third party which concern the subject matter of this Agreement.

7. Integration

This Agreement represents the complete understanding between the parties. In particular, upon full execution of this Trademark Assignment, the Settlement and License Agreement executed in 1999 shall be considered terminated and superseded by this Agreement. No other promises or agreements shall be binding or shall modify this Agreement unless signed by the parties hereto.

8. Choice of Law

This Signatories hereto expressly agree that this Agreement is entered into and shall be interpreted in accord with the laws of the State of Florida, and not any law of any other forum, Florida being the principal place of business of MAPSource. Should any provision of this Agreement conflict with the law of any other forum, or should the law of any other forum purport to negate any provision of this Agreement (including this paragraph), the terms of this Agreement shall prevail.

9. Attorneys' Fees and Costs

In the event any action is brought to enforce the terms of this Agreement, or any action is brought pursuant to paragraph 5 above, the prevailing party in such an action shall receive from the losing party an award of the prevailing party's reasonable attorneys' fees, costs, and expenses including, but not limited to, reasonable attorneys' fees, costs, and expenses incurred prior to filing suit and incurred on appeal.

10. Venue

The exclusive venue for any action relating to this Agreement shall be the United States District Court for the Middle District of Florida or the United States District Court then having jurisdiction over Pinellas County, Florida. If there is no basis for subject matter jurisdiction in the United States District Court, then venue for such action shall be in the Circuit Court for Pinellas County, Florida.

11. Execution

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Facsimile signatures shall be as sufficient as originals.

12. Notices and Payments

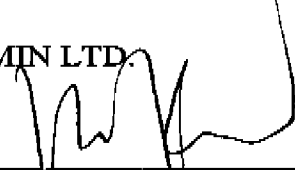
Notices and payments to be made under this Agreement shall be sent to the following:

As to GARMIN: Garmin International, Inc.
 1200 East 151st Street
 Olathe, KS 66062
 Attn: General Counsel

As to MAPSource: MAPSource, Inc.
 3100 39th Avenue N.
 St. Petersburg, FL 33714
 Attn: Gene Ingle

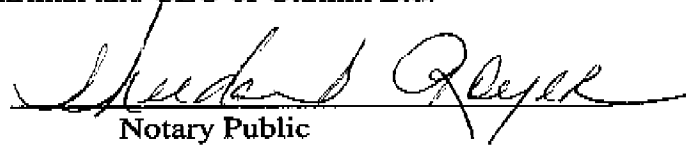
With copies to: Richard E. Fee, Esq.
 Fee & Jeffries, P.A.
 Bank of America Plaza
 101 E. Kennedy Blvd.
 Suite 1030
 Tampa, FL 33602

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT AND HAVE HAD THE OPPORTUNITY TO CONSULT WITH THEIR ATTORNEYS IF DESIRED. THE SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES OR REPRESENTATIONS MADE TO ANY SIGNATORY ABOUT THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATOIRES ARE SIGNING THIS AGREEMENT VOLUNTARILY.


GARMIN LTD.
 By 
 Min H. Kao
 Chairman and CEO

STATE OF KANSAS)
) ss.
 COUNTY OF JOHNSON)

Subscribed and sworn to before me this 31st day of January, 2003, by Min H. Kao, as Chairman and CEO of Garmin Ltd.


 Notary Public
 Name: Uneeda Royer
 My Commission Expires: 7-19-2005
 Bond No. 926898



GARMIN CORPORATION
 By 
 Min H. Kao
 President

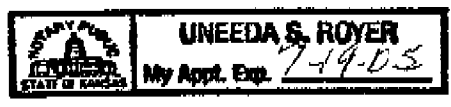
STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

Subscribed and sworn to before me this 31st day of January, 2003,
by Min H. Kao, as President of Garmin Corporation.

Uneeda S. Royer

Notary Public

Name: Uneeda Royer
My Commission Expires: 7-19-2005
Bond No. 926898



MAPSource, Inc.

By W. Eugene Ingle Walter Eugene Ingle
Name: W. EUGENE INGLE FL D Lic I 524,905342150 Exp
Title: Vice President 6/15/08

STATE OF FLORIDA)
) ss.
COUNTY OF PINELLAS)

Subscribed and sworn to before me this 17th day of Jan, 2003,
by Walter Eugene Ingle Vice President of MAPSource, Inc.

Janet James

Notary Public

Name: JANET JAMES
My Commission Expires: 5/21/2003
Bond No. CC-806937

