

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	08/31/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kivera, Inc.		09/15/2004	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	TeleCommunication Systems, Inc.
Street Address:	275 West Street
Internal Address:	Legal Department
City:	Annapolis
State/Country:	MARYLAND
Postal Code:	21401
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2431278	THE ART OF WHERE

CORRESPONDENCE DATA

Fax Number: (202)887-0336
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 202.261.1000
 Email: mdenison@mdslaw.com
 Correspondent Name: Mary Boney Denison
 Address Line 1: 2000 M Street, NW, Suite 700
 Address Line 2: Manelli Denison & Selter PLLC
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:	20-490
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NAME OF SUBMITTER:	Mary Boney Denison
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Signature:	/Mary Boney Denison/
Date:	12/14/2006
Total Attachments: 3 source=artofwhereasst#page1.tif source=artofwhereasst#page2.tif source=artofwhereasst#page3.tif	

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**TRADEMARK ASSIGNMENT**

WHEREAS, Kivera, Inc., a California corporation, with offices at 300 Lakeside Drive, Suite 210, Oakland, California ("ASSIGNOR") owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference ("MARKS");

WHEREAS, TeleCommunication Systems, Inc., a Maryland corporation, with offices at 275 West Street, Annapolis, Maryland ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Asset Purchase Agreement, dated as of August 31, 2004 (the "PURCHASE AGREEMENT"), assigning, among other things, all right, title and interest in and to the MARKS from ASSIGNOR to ASSIGNEE;

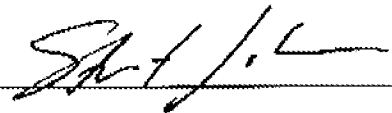
WHEREAS, ASSIGNEE is a successor to the business of the ASSIGNOR to which the MARKS pertain.

NOW, THEREFORE, in consideration of the Purchase Price (as defined in the Purchase Agreement) and other good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby assign, sell, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS, together with the goodwill of the business symbolized by and associated with the MARKS and the registrations thereof, and the portion of the business of the ASSIGNOR to which the MARKS pertain, including the right to sue for and collect damages incurred as a result of any past, present or future infringement, misappropriation or violation of rights related to the MARKS.

(Signature page follows.)

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed by an authorized officer on this ___ day of September, 2004.

KIVERA, INC.

By: 

Name: Stuart Jacobson

Title: President and Chief Executive Officer

EXHIBIT A

Trademarks:

1. Registered Trademark: Kivera
2. Registered Trademark: The Art of Where
3. Unregistered Trademarks:
 - a. Kivera Connect
 - b. Kivera Location Services
 - c. Kivera Location Server
 - d. Kivera Location Engine