

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PROCON, Inc.		11/01/2009	CORPORATION: TENNESSEE

**RECEIVING PARTY DATA**

Name:	PROCONGPS, Inc.
Street Address:	2035 Lakeside Centre Way
Internal Address:	Suite 125
City:	Knoxville
State/Country:	TENNESSEE
Postal Code:	37922
Entity Type:	CORPORATION: TENNESSEE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3330461	MOBILE SECURE ZONE
Registration Number:	3535177	GOLDSTAR GPS
Registration Number:	3535194	GOLDSTAR GPS
Registration Number:	3692364	THE CUBE
Registration Number:	3294139	SYSLOCATE
Serial Number:	77861628	LOAN + LENDER SERVICES BY PROCON
Serial Number:	77841552	THE VAULT

**CORRESPONDENCE DATA**

Fax Number: (865)523-4478  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 865-546-4305  
 Email: MCrockett@lng-patent.com  
 Correspondent Name: Mark P. Crockett  
 Address Line 1: P.O. Box 1871

CH \$190.00 3330461

Address Line 4: Knoxville, TENNESSEE 37901

ATTORNEY DOCKET NUMBER: 65883.00

NAME OF SUBMITTER: Mark P. Crockett

Signature: /markpcrockett/

Date: 02/08/2010

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "**Agreement**") is made and entered into as of the 1<sup>st</sup> day of November, 2009, by and between PROCON, INC., a Tennessee corporation (the "**Assignor**") and PROCONGPS, INC., a Tennessee corporation (the "**Assignee**").

### WITNESSETH

WHEREAS, the Assignor owns, has adopted and used in commerce the trademarks, as indicated in the list of marks in Exhibit A to this Agreement (the "**Trademarks**"); and

WHEREAS, as set forth in the Agreement and Plan of Reorganization and Separation, dated as of November 1, 2009, between the parties (the "**Reorganization Agreement**"), the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof; and

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

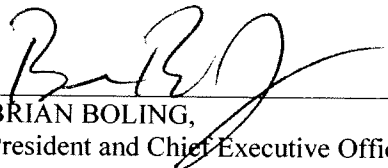
1. The Assignor hereby assigns, transfers, and conveys unto the Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Trademarks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Trademarks to the Assignee.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary to secure for the Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.
4. The Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to the Assignor respecting the Trademarks, including the dates of first use as set forth in Exhibit A and, when requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Trademarks in all countries.
5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) the Assignor exclusively owns all rights in the Trademarks without any encumbrances and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Tennessee.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement effective as of the 1<sup>st</sup> day of November, 2009.


**ASSIGNOR:**

**PROCON, INC.**

By:   
BRIAN BOLING,  
President and Chief Executive Officer

**ASSIGNEE:**



**PROCONGPS, INC.**


By:   
Timothy C. Welch,  
President

**EXHIBIT A**

**PROCON Trademarks**

<b>LNG File No.</b>	<b>Name of Mark</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status (as of Nov. 16, 2009)</b>
58644.M1	MOBILE SECURE ZONE	78/323,936 November 6, 2003	3,330,461 Nov. 6, 2007	Registered on the Principal Register. Section 8 & 15 Affidavit must be filed by November 6, 2013.

63819.M1	Goldstar GPS (& Design) (goods) 	77/361,014 Dec. 28, 2007	3,535,177 Nov. 18, 2008	Registered on the Principal Register. Section 8 & 15 Affidavit must be filed by November 18, 2013.
63819.M2	Goldstar GPS (& Design) (services) 	77/365,578 Dec. 28, 2007	3,535,194 Nov. 18, 2008	Registered on the Principal Register. Section 8 & 15 Affidavit must be filed by November 18, 2013.
63819.CA	Goldstar GPS (Canada) (Goods and Services)	1,401,496 June 24, 2008	Not Applicable	Received Office Action. Response instructions sent to Canadian associate on March 4, 2009. Further instructions to associate on Aug. 27 and Sept. 28, 2009.
65055.M1	THE CUBE (Goods) Class 9	77/696,843 March 23, 2009	3,692,364 Oct. 6, 2009	Registered on the Principal Register. Section 8 & 15 Affidavit must be filed by Oct. 6, 2015.
65174.M1	SYSLOCATE Class 45	78/965,186 Aug. 31, 2006	3,294,139 Sept. 18, 2007	Assigned from DriveOK Registered on the Principal Register. Section 8 & 15 Affidavit must be filed by Sept. 18, 2013.

65628.M1		77/861,628 October 30, 2009	TBD	Awaiting office action.
65627.M1	THE VAULT	77/841,552 October 5, 2009	TBD	Awaiting office action.