

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
Noxa Holdings LLC	FORMERLY Axonn, L.L.C.	08/03/2010	LIMITED LIABILITY COMPANY: LOUISIANA

RECEIVING PARTY DATA

Name:	SPOT LLC
Street Address:	461 S. Milpitas Blvd
City:	Milpitas
State/Country:	CALIFORNIA
Postal Code:	95035
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3430980	AXONN
Registration Number:	3430536	POWERED BY AXONN
Registration Number:	2887781	AXTRACKER
Registration Number:	3318894	AXESS
Registration Number:	2882471	AXONN AXESS
Registration Number:	2882462	AXONN
Registration Number:	2449667	WIRELESS DATA SOLUTIONS THAT WORK

CORRESPONDENCE DATA

Fax Number: (626)339-6148
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 6263396051
 Email: Debbie@KandAAssociates.com
 Correspondent Name: Debbie McDonald
 Address Line 1: 1407 Foothill Blvd., Suite 233

OP \$190.00 3430980

Address Line 4: La Verne, CALIFORNIA 91750

ATTORNEY DOCKET NUMBER:	NOXA ASSIGNMENT TO SPOT
NAME OF SUBMITTER:	Kenneth W. Float
Signature:	/Kenneth W. Float/
Date:	08/11/2010

Total Attachments: 2
source=Trademark Assignment from Noxa#page1.tif
source=Trademark Assignment from Noxa#page2.tif

ASSIGNMENT

WHEREAS, certain assets of Noxa Holdings LLC, f/k/a Axonn, L.L.C., ("Assignor"), a Louisiana limited liability company with an address of 19349 N. 12th St., Covington, Louisiana, 70433, were purchased by SPOT LLC ("Assignee"), a Colorado limited liability company with an address of 461 S. Milpitas Blvd., Milpitas, California, 95035, pursuant to an Asset Purchase Agreement dated December 18, 2009 ("Agreement"); and

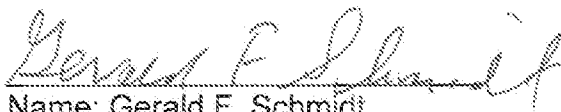
WHEREAS, Assignee has acquired, pursuant to the Agreement, the entire right, title and interest in and to the trademarks and registrations thereof in the United States Patent and Trademark Office listed below (collectively, the "Trademarks");

NOW, THEREFORE, pursuant to the Agreement and in exchange for valuable consideration, receipt of which is hereby acknowledged, Assignor sells, assigns and transfers unto said Assignee, its successors and assigns, the entire right, title and interest in and to the Trademarks, all common-law rights therein, all of the goodwill associated therewith, and all right to sue for past, present and future infringement of the Trademarks, with the right to sue for and collect damages for infringement of the rights granted by this Agreement for its own use and benefit, and for the use and benefit of its successor, assigns, and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

Registration No.	Name
3430980	Axonn
3430536	Powered by Axonn
2887781	Axtracker
3318894	Axess
2882471	Axonn Axess
2882462	Axonn
2449667	Wireless Data Solutions that Work

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 3rd day of August, 2010 .


Noxa Holdings, LLC, f/k/a Axonn L.L.C.
By:



Name: Gerald F. Schmidt
Title: Chairman

State of Georgia)
County of DeKalb)

On this 3rd day of August, 2010, before me, a Notary Public in and for the above County and State, personally appeared the above named Gerald F. Schmidt, personally known to me, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.



Notary Public