

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
Impeva Labs, Inc.		05/14/2010	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Cubic Global Tracking Solutions, Inc.		
Street Address:	9333 Balboa Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	CORPORATION: DELAWARE		
Name:	Cubic Corporation		
Street Address:	9333 Balboa Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3422142	WHATEVER, WHEREVER, WHENEVER, YOU'LL KNOW	
CORRESPONDENCE DATA			
Fax Number:	(858)456-4802		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	usdocketing@trademarkgroup.com		
Correspondent Name:	The Trademark Group, APLC		
Address Line 1:	1200 Prospect St., Suite G-100		
Address Line 4:	La Jolla, CALIFORNIA 92037		

OP \$40.00 3422142

ATTORNEY DOCKET NUMBER:	WHATEVER, WHENEVER,,,
NAME OF SUBMITTER:	Kiley B. MacDonald, Esq.
Signature:	/KABM/
Date:	01/11/2011
Total Attachments: 8 source=2010-05-14 WHATEVER Redacted Assignment#page1.tif source=2010-05-14 WHATEVER Redacted Assignment#page2.tif source=2010-05-14 WHATEVER Redacted Assignment#page3.tif source=2010-05-14 WHATEVER Redacted Assignment#page4.tif source=2010-05-14 WHATEVER Redacted Assignment#page5.tif source=2010-05-14 WHATEVER Redacted Assignment#page6.tif source=2010-05-14 WHATEVER Redacted Assignment#page7.tif source=2010-05-14 WHATEVER Redacted Assignment#page8.tif	

MARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into by Impeva Labs, Inc., a California corporation, having a place of business located at 2570 West El Camino Real, Suite 100, Mountain View, California 94040 ("Assignor"), as assignor, in favor of Cubic Global Tracking Solutions, Inc., a Delaware corporation and Cubic Corporation, a Delaware corporation (the "Assignee"), as assignee, with reference to the following facts and circumstances:

Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of May 13, 2010 (the "Asset Purchase Agreement") that has been approved by the Bankruptcy Court for the Northern District of California, which, along with the promises contained herein, constitute mutual consideration for the promises herein;

Assignor is the owner of the trademark registrations and applications for registration (the "Trademarks") as shown on the attached Exhibit 1.

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks and related rights as provided in the Asset Purchase Agreement.

NOW, THEREFORE, pursuant to the Asset Purchase Agreement between Assignor and Assignee dated May 13, 2010 and the Order pursuant to 11 U.S.C. 105 and 363 approving (i) Asset Purchase Agreement between Debtor and Assignee and (ii) Sale of Certain Assets Free and Clear of All Liens, Claims, Encumbrances, and Interests, entered by the United States Bankruptcy Court of the Northern District of California in Assignor's pending case (Case No. 10-53056-ASW-11), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign and transfer unto Assignee all right, title and interest of Assignor in and to the Trademarks, together with (i) the registrations of the Trademarks, (ii) the goodwill of the business symbolized by the Trademarks, as well as its entire right, title and interest in and to any and all common law rights to the Trademarks in the United States or any foreign country, and (iii) any and all claims and demands it may have either at law or in equity arising out of or in connection with any past, present or future infringements or dilution of or damage or injury to the Trademarks or the registrations thereof or such associated goodwill.

Assignor does hereby expressly agree that Assignee may singly, and without assistance or consent from Assignor, undertake procedures to record the transfer of the Trademarks to Assignee in the United States Patent and Trademark Office.

In testimony whereof, Assignor has caused this Assignment to be executed by its officer(s) thereunto duly authorized.

ASSIGNOR:

Impeva Labs, Incorporated

Dated: 5/14/10

By: *RS Shepard*
Name: Randall L. Shepard
Title: Chief Executive Officer and President

State of California)
County of) ss

On this ____ day of _____, 2010, before me, the undersigned Notary Public, personally appeared _____, who acknowledged that he was the _____ and that being duly authorized he signed such instrument as a free act on behalf of said corporation proved to me through satisfactory evidence of identification, which was/were _____, to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief.

Signature of Notary
My Commission Expires: _____

(Seal)

EXHIBIT 1 TO MARK ASSIGNMENT

Word Mark WHATEVER, WHEREVER, WHENEVER, YOU'LL KNOW

Goods and Services IC 035. US 100 101 102. G & S: Providing electronic tracking of freight information to others; Tracking, locating and monitoring of vehicles, maritime vessels and aircraft services for commercial purposes. FIRST USE: 20050130. FIRST USE IN COMMERCE: 20050215

Standard Characters Claimed

Mark Drawing Code (4) STANDARD CHARACTER MARK

Trademark Search Facility Classification Code NOTATION-SYMBOLS Notation Symbols such as Non-Latin characters, punctuation and mathematical signs, zodiac signs, prescription marks

Serial Number 77257485

Filing Date August 16, 2007

Current Filing Basis 1A

Original Filing Basis 1A

Published for Opposition February 19, 2008

Registration Number 3422142

Registration Date May 6, 2008

Owner (REGISTRANT) Impeva Labs, Inc. CORPORATION CALIFORNIA #440 2570 West El Camino Real Mountain View CALIFORNIA 94040

Attorney of Record Owen J. Bates

Type of Mark SERVICE MARK

Register PRINCIPAL

Live/Dead Indicator LIVE

REDACTED

REDACTED

REDACTED

REDACTED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

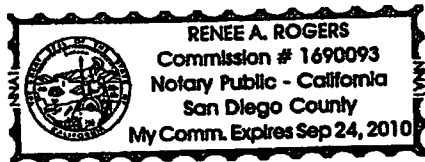
State of California

County of San Diego

On 5/14/10 before me, Renee A Rogers
Date Here Insert Name and Title of the Officer

personally appeared Randall Lee Shepard
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Renee Rogers
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Mark Assignment

Document Date: 5/14/10 Number of Pages: 17

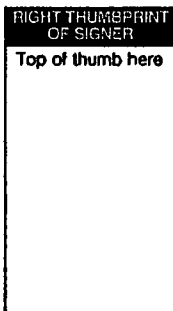
Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Randall L. Shepard Signer's Name: _____

Corporate Officer — Title(s): CEO Corporate Officer — Title(s): _____

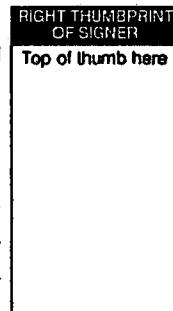
- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Imperia Labs, Inc.

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____