

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONFIRMATORY TRADEMARK AND DOMAIN NAME ASSIGNMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TORRINGTON IG PARTNERS, LLC		02/05/2011	LIMITED LIABILITY COMPANY: CONNECTICUT
VERICOM TECHNOLOGIES, INC.		02/05/2011	CORPORATION: DELAWARE
NOVATRACKER, LLC		02/05/2011	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	INTERGIS LLC
Street Address:	11 Commerce Drive
Internal Address:	Lobby Floor
City:	Cranford
State/Country:	NEW JERSEY
Postal Code:	07016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3651192	VERIGUARD
Registration Number:	3352372	VERICOM TECHNOLOGIES
Registration Number:	3063377	VERIVISION
Registration Number:	3218579	VERICOM TECHNOLOGIES
Registration Number:	3685132	QUICKGPS
Registration Number:	3501235	INTERGIS

CORRESPONDENCE DATA

Fax Number: (858)458-3005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8584583000

900183634

**TRADEMARK
 REEL: 004471 FRAME: 0333**

CH \$165.00 3651192

Email: prosecutiondocketing@paulhastings.com
Correspondent Name: Todd Schneider
Address Line 1: Paul, Hastings, Janofsky & Walker LLP
Address Line 2: P.O. Box 919092
Address Line 4: San Diego, CALIFORNIA 92121-9092

ATTORNEY DOCKET NUMBER:	36729.00019
NAME OF SUBMITTER:	Ryan M. Enchelmayer
Signature:	/Ryan M. Enchelmayer/
Date:	02/08/2011

Total Attachments: 7

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CONFIRMATORY TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Confirmatory Trademark and Domain Name Assignment (this "**Assignment**") is made and entered into as of February 5th, 2011 by and among Intergis LLC (formerly known as InterGIS Group of Companies, LLC), a Delaware limited liability company with a principal place of business at 11 Commerce Drive, Lobby Floor, Cranford, NJ 07016, USA ("**Assignee**"), and Torrington IG Partners, LLC (formerly known as InterGIS, LLC), a Connecticut limited liability company; Vericom Technologies, Inc., a Delaware corporation; and NovaTracker, LLC, a Delaware limited liability company (collectively "**Assignors**").

RECITALS

WHEREAS, Assignors and Assignee are parties to that certain Combination Agreement (the "**Combination Agreement**") dated as of July 18, 2008 (the "**Effective Date**"), pursuant to which Assignors have sold, transferred and assigned certain assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto (the "**Marks**") and the domain names set forth on Schedule B hereto (the "**Domain Names**") and described below, to Assignee; and

WHEREAS, pursuant to Section 8.4 of the Combination Agreement, Assignors are obligated to cooperate with and assist Assignee to evidence and perfect the assignment and transfer of the Marks and Domain Names to Assignee; and

WHEREAS, Assignee now desires to further evidence and perfect the assignment and transfer of the Marks and Domain Names to Assignee.

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and in the Combination Agreement, the receipt and sufficiency of which are hereby acknowledged, and intending to be bound hereby, the parties hereto agree as follows:

1. Assignment. Assignors hereby confirm that (i) they have irrevocably and unconditionally conveyed and assigned to Assignee all of Assignors' right, title, and interest in and to the Marks and Domain Names, together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registrations for the Marks, same to be held by Assignee own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, all rights to income, royalties, and license fees deriving from the Marks and Domain Names, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks, and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives; and (ii) such assignment was effective as of the Effective Date. Notwithstanding the foregoing, to the extent such prior assignment is deemed ineffective for any reason, Assignors hereby irrevocably and unconditionally convey and assign to

Assignee all of Assignors' right, title, and interest in and to the Marks and Domain Names, together with the goodwill of the business symbolized by and associated with the Marks.

2. Assistance. Assignors agree to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignors, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In the event Assignee is unable for any reason, after reasonable effort, to secure Assignors' signatures on any document needed in connection with the actions specified in this Section 2, Assignors hereby irrevocably designate and appoint Assignee and its duly authorized officers and agents as Assignors' agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignors' behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignors.

3. General.

3.1 Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

3.2 Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Assignment.

3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

3.4 Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

3.5 Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Assignee, on the one hand, and Assignors, on the other hand.

3.6 Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

3.7 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignors without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignors.

3.8 Entire Agreement. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter.

[Signature Page Follows]

[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignee"

INTERGIS LLC

a Delaware limited liability company

By: [Signature]

Name: Jeff Cohen

Title: CEO

Notary: [Signature]

"Assignors"

TORRINGTON IG PARTNERS, LLC

a Connecticut limited liability company

By: _____

Name: _____

Title: _____

Notary: _____

THERESA A. SIMMONS
NOTARY PUBLIC
ANNE ARUNDEL COUNTY, MARYLAND
My commission expires March 6, 2011

VERICOM TECHNOLOGIES, INC.

a Delaware corporation

By: [Signature]

Name: Jeff Cohen

Title: CEO

Notary: _____

NOVATRACKER, LLC

a Delaware limited liability company

By: [Signature]

Name: Jeff Cohen

Title: CEO

Notary: _____

[SIGNATURE PAGE TO CONFIRMATORY TRADEMARK AND DOMAIN NAME ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

“Assignee”

INTERGIS LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notary: _____

“Assignors”

TORRINGTON IG PARTNERS, LLC

a Connecticut limited liability company

By: Steven Brown

Name: STEVEN BROWN

Title: PRESIDENT

Notary: _____

VERICOM TECHNOLOGIES, INC.

a Delaware corporation

By: _____

Name: _____

Title: _____

Notary: _____

NOVATRACKER, LLC

a Delaware limited liability company

By: _____

Name: _____

Title: _____

Notary: _____

Schedule A
Marks

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark
78948101	3651192	VERIGUARD
78948118	3352372	VERICOM TECHNOLOGIES
78582262	3063377	VERIVISION
78394508	3218579	VERICOM TECHNOLOGIES
77546584	3685132	QUICKGPS
77371377	3501235	INTERGIS

Schedule B
Domain Names

INTERGIS.NET
INTERGIS.US
intergis-llc.com
intergis.com
intergisllc.net
mymrm.net
mymrm.org
piserver.net
portableinternet.com
quickgps.com
routebound.com
VERICOMTECH.COM
vericomtech.com
vericomtech.net
KUVAGPS.US
MAYAHUB.US
NOVA-IQ.COM
NOVATRACKER.US
NOVATRACKER.NET
NOVATRACKER.INFO
NOVATRACKER.BIZ
NOVATRACKER.MOBI
NOVATRACKER.ORG
SERVTRX.COM
SERVTRX.US
SERVTRX.MOBI
SERVTRX.NET
HALOIQ.US
SERVTRX.INFO
NOVATRACKER.COM
routeobjects.com
KUVAGPS.NET
KUVAGPS.INFO
MAYAHUB.NET
MAYAHUB.INFO
NOVA-IQ.US
NOVA-IQ.INFO
NOVA-IQ.NET
NOVAIQ.NET
HALOIQ.COM
HALOIQ.INFO
HALOIQ.NET
routingsolutions.com
routeplanningssoftware.com
routing-software.com
routescrpts.com