

<b>TRADEMARK ASSIGNMENT</b>
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Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Procon, Inc.		04/19/2010	CORPORATION: Tennessee
<b>RECEIVING PARTY DATA</b>			
Name:	Procon Fleet Services, LLC		
Street Address:	2035 Lakeside Centre Way		
Internal Address:	Suite 125		
City:	Knoxville		
State/Country:	TENNESSEE		
Postal Code:	37922		
Entity Type:	LIMITED LIABILITY COMPANY: Tennessee		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Serial Number:	77597362	VEHICLEPATH	
Serial Number:	77699647	V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING	
Serial Number:	85134246	V VEHICLEPATH REAL-TIME GPS VEHICLE TRACKING	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(865)523-4478		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	865-546-4305		
Email:	MBradford@LNG-Patent.com		
Correspondent Name:	Luedeka, Neely, & Graham PC		
Address Line 1:	PO Box 1871		
Address Line 4:	Knoxville, TENNESSEE 37901		
ATTORNEY DOCKET NUMBER:	85175.M1		
NAME OF SUBMITTER:	Michael J. Bradford		

CH \$90.00 77597362

Signature:	/michael j. bradford/
Date:	01/31/2011
Total Attachments: 3 source=65175m1-corres-20110131-ExecutedAssignment#page1.tif source=65175m1-corres-20110131-ExecutedAssignment#page2.tif source=65175m1-corres-20110131-ExecutedAssignment#page3.tif	

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "**Agreement**") is made and entered into on this the 19<sup>th</sup> day of April, 2010, by and between PROCON, INC., a Tennessee corporation having a principal office and place of business at 2035 Lakeside Centre Way, Suite 125, Knoxville, Tennessee, 37922 (the "**Assignor**") and PROCON FLEET SERVICES, LLC, a Tennessee limited liability company having its principal place of business at 2035 Lakeside Centre Way, Suite 125, Knoxville, Tennessee, 37922 (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, Assignor has created the subsidiary Assignee to operate Assignor's fleet tracking business, among other things, and wishes to assign the Trademarks to Assignee to use in such business.

WHEREAS, 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 onto 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.

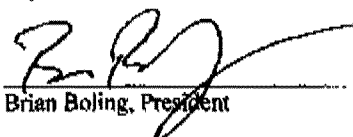
5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) the Assignor exclusively owns all rights in the Trademarks without any encumbrances and that the Assignor has good and full right 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 date set forth above.

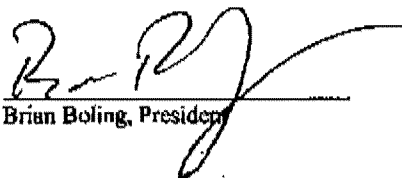
**ASSIGNOR:**

**PROCON, INC.**

By:   
Brian Boling, President


**ASSIGNEE:**

**PROCON FLEET SERVICES, LLC**

By:   
Brian Boling, President

**EXHIBIT A**

**U.S. REGISTERED TRADEMARKS**

<b>MARK</b>	<b>APPL NO.</b>	<b>REGISTRATION No.</b>	<b>GOODS/ SERVICES</b>
VEHICLEPATH	77-597362	3,626794	
	77-699647	Not yet available	

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