

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Contribution Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TransCore, LP		03/31/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Transcore CNUS, Inc.		
Street Address:	8158 Adams Drive		
Internal Address:	Liberty Centre Building 200		
City:	Hummelstown		
State/Country:	PENNSYLVANIA		
Postal Code:	17036		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3070247	LINKTRAK	
CORRESPONDENCE DATA			
Fax Number:	(215)751-1142		
Phone:	215-567-2010		
Email:	trademarks@crbcp.com, crbcpltd@gmail.com, esmarzluf@crbcp.com, ebrobinson@crbcp.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Eric S. Marzluf		
Address Line 1:	1635 Market Street		
Address Line 2:	11th Floor, Seven Penn Center		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103-2212		
ATTORNEY DOCKET NUMBER:	T1142/10037 (TLP-CNUS)		
NAME OF SUBMITTER:	Eric S. Marzluf		

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Signature:	/E.S. Marzluf/
Date:	01/12/2012
Total Attachments: 4 source=T114210037 Contribution Agreement (TLP-CNUS)#page1.tif source=T114210037 Contribution Agreement (TLP-CNUS)#page2.tif source=T114210037 Contribution Agreement (TLP-CNUS)#page3.tif source=T114210037 Contribution Agreement (TLP-CNUS)#page4.tif	

## CONTRIBUTION AGREEMENT

This CONTRIBUTION AGREEMENT (this "Agreement") is made and entered into this 31<sup>st</sup> day of March, 2011 between TransCore, LP, a Delaware limited partnership ("TLP"), and Transcore CNUS, Inc., a Delaware corporation ("CNUS").

WHEREAS, TLP currently owns all of the membership interests (the "TCS Equity Interests") of Transcore Commercial Services, LLC, a Delaware limited liability company ("TCS");

WHEREAS, as a result of the merger of TC License, Ltd. ("TCL") into TLP, TLP currently owns all of the intellectual property assets as set forth on Schedule A hereto and all goodwill associated therewith or symbolized thereby previously held by TCL (collectively, the "IP Assets");

WHEREAS, the partners of TLP have determined that it is in the best interests of TLP to contribute the TCS Equity Interests and the IP Assets to CNUS, and the Board of Directors of CNUS has determined that it is in the best interests of CNUS to accept the TCS Equity Interests and the IP Assets from TLP; and

WHEREAS, TLP desires to contribute the TCS Equity Interests and the IP Assets to CNUS and CNUS desires to accept the contribution of the TCS Equity Interests and the IP Assets, such contribution to be effective immediately upon the execution and delivery hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. *Contribution.* TLP hereby contributes, transfers, assigns, and delivers to CNUS all of its right, title and interest in, to and under the TCS Equity Interests and the IP Assets. CNUS hereby accepts all right, title and interest of TLP in, to and under the TCS Equity Interests and the IP Assets.
2. *Representations and Warranties of TLP.* TLP represents and warrants to CNUS that this Agreement and the transactions contemplated hereby have been duly authorized.
3. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received the counterpart hereof signed by the other party hereto.

4. *Governing Law.* This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware, without giving effect to principles of conflicts of law.

5. *Amendments.* This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by each party hereto.

6. *Successors and Assigns.* The provisions of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns.

*[Remainder of this page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

TRANSCORE, LP

By: TLP Holdings, LLC, *its General Partner*

By: Jack Buhsmer  
Name: Jack Buhsmer  
Title: Vice President

TRANSCORE CNUS, INC.

By: Jack Buhsmer  
Name: Jack Buhsmer  
Title: Vice President

*[Signature Page to the Contribution Agreement]*

(NY) 17905/012/AGTS/contribution.egt.TLP.CNUS.doc

TRADEMARK  
REEL: 004697 FRAME: 0536

Schedule A

Intellectual Property Assets

Trademarks

Mark	Registration #	Country
LINKTRAK	3,070,247	United States

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