

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	CHANGE OF NAME		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Zebra Enterprise Solutions LLC		03/14/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Navis LLC		
Street Address:	1000 Broadway		
Internal Address:	Suite 150		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3125355	NAVIS	
Registration Number:	3125356	NAVIS	
Registration Number:	3125357	NAVIS	
Registration Number:	2934604	NAVIS POWERSTOW	
Registration Number:	3134661	NAVIS WEBACCESS	
Registration Number:	3134662	NAVIS EXPRESS	
CORRESPONDENCE DATA			
Fax Number:	3122147715		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(312) 214-7770		
Email:	weimers@ryndaksuri.com		
Correspondent Name:	Eric H. Weimers		
Address Line 1:	200 W Madison St.		

CH \$165.00 3125355

Address Line 2: Suite 2100
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	41083-10009
NAME OF SUBMITTER:	Eric H. Weimers
Signature:	/erichweimers/
Date:	05/24/2012

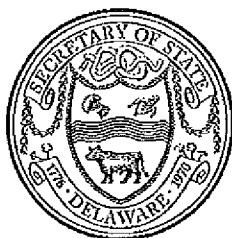
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Delaware

PAGE 1

The First State


I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "ZEBRA ENTERPRISE SOLUTIONS LLC", CHANGING ITS NAME FROM "ZEBRA ENTERPRISE SOLUTIONS LLC" TO "NAVIS LLC", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF MARCH, A.D. 2011, AT 3:33 O'CLOCK P.M.



2967953 8100

110294970

You may verify this certificate online
at corp.delaware.gov/authver.shtml


Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8622775

DATE: 03-15-11

TRADEMARK
REEL: 004787 FRAME: 0536

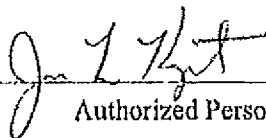
STATE OF DELAWARE
CERTIFICATE OF AMENDMENT

1. Name of Limited Liability Company: _____
Zebra Enterprise Solutions LLC
2. The Certificate of Formation of the limited liability company is hereby amended as follows:

Article 1 of the Zebra Enterprise Solutions Holdings LLC Certificate of Formation is amended in its entirety to read as follows:

FIRST: The name of the limited liability company formed hereunder is Navis LLC.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 14th day of March, A.D. 2011.

By: 
Authorized Person(s)

Name: Jim L. Kaput
Print or Type

LIMITED LIABILITY COMPANY AGREEMENT

OF

NAVIS, LLC

This Limited Liability Company Agreement (this "Agreement") of Navis, LLC (the "Company"), is entered into effective as of November 25, 1998, by and between the Company and Navis Holdings, LLC, its sole member (the "Member").

1. **Formation.** The Member has formed a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del.C. §18-101, et seq.), as amended from time to time (the "Act")
2. **Name.** The name of the limited liability company formed hereby is "Navis, LLC."
3. **Purpose.** The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.
4. **Term.** The term of the Company began on November 12, 1998, the date the Company's certificate of formation (the "Certificate") was filed with the Delaware Secretary of State, and shall continue for 30 years thereafter, unless terminated earlier or extended, as provided in this Agreement.
5. **Registered Office.** The address of the registered office of the Company shall be as stated in the Certificate.
6. **Registered Agent.** The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware shall be as stated in the Certificate.
7. **Capital Contributions.** The Member has contributed such property to the Company, and the Company has assumed such liabilities of the Member, as is set forth on the attached Schedule A.
8. **Additional Contributions.** No additional capital contributions to the Company are required to be made.
9. **Allocations and Distributions.** All items of income and loss of the Company will be allocated, for tax purposes, to the Member. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member.
10. **Management.** The business and affairs of the Company shall be managed by the Member, who shall have the power to do any and all acts necessary or convenient to, or for the furtherance of, the purposes described herein, including all powers, statutory or otherwise,

possessed by members under the laws of the State of Delaware. The Member may, from time to time, appoint persons to serve as officers of the Company, which officer designations may include, without limitation, the positions of President, one or more Vice Presidents, Secretary, Assistant Secretary, Treasurer and Assistant Treasurer.

11. Liability and Indemnification of Member and Officers.

a. The Member and the officers shall not be liable, in their capacities as such, for the liabilities of the Company. The failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing liability on the Member for liabilities of the Company.

b. The Company shall indemnify and hold harmless the Member and each of the officers to the maximum extent permitted by law, from and against any and all losses, claims, damages, liabilities (joint or several), expenses, judgments, fines, settlements, and other amounts (including legal fees and expenses, as such fees and expenses are incurred) arising from any and all claims, demands, actions, suits, or proceedings (civil, criminal, administrative, or investigative) (i) in which the Member or officer may be involved, as a party, a threatened party, or otherwise, by reason of its participation in the management of the Company's affairs or rendering of advice or consultation with respect thereto, or being or having been, at the request of the Company, a general partner, member, director, officer, employee, or agent of any partnership, joint venture, limited liability company, corporation, trust, or other entity, or (ii) that relate to the Company, its business, or its affairs. Indemnification under this section shall be permitted whether or not the Member or officer continues to hold any of the aforementioned positions or continues to act in any of the aforementioned capacities at the time any such liability or expense is paid or incurred.

12. Assignments. The Member may sell, assign, transfer, exchange, mortgage, pledge, grant, hypothecate or otherwise transfer (including by operation of law) (a "Disposition") all or a portion of its membership interest. Notwithstanding any provision of the Act to the contrary, upon the Disposition of the Member's membership interest, the transferee shall be admitted as a substitute Member upon the completion of the transfer without further action. Upon the Disposition of a Member's entire Membership Interest (other than a temporary transfer or transfer as a pledge or security interest) the Member shall cease to be a Member and shall have no further rights or obligations under this Agreement, except that the Member shall have the right to such information as may be necessary for the computation of the Member's tax liability.

13. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company at such times and on such terms as the Member may determine. At any time there are more than one Member, the term "Member" shall mean all Members, and any action that may be taken under this Agreement by the Member may be taken by any Member, provided that any dispute with respect to any action shall be decided by a majority of the Members.

14. Dissolution.

a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (a) the expiration of its term, unless the Member agrees to continue the Company; or (b) the written election of the Member. Notwithstanding any provision of the Act to the contrary, the Company will not dissolve as a result of the death, retirement, resignation, expulsion, bankruptcy or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member.

b. Upon dissolution, the Company shall cease carrying on the Company business, and shall continue solely for the purpose of winding up its affairs.

c. Upon the dissolution and winding up of the Company's affairs, the Company's assets shall be distributed:

(1) First, to creditors, including the Member if it is a creditor, to the extent permitted by law, in satisfaction of liabilities of the Company; and

(2) Then to the Member.

Such distributions shall be in cash, property other than cash, or partly in both, as determined by the Member.

d. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Member. Upon the completion of winding up of the Company, the Member shall cause to be filed a certificate of cancellation in the office of the Delaware Secretary of State.

15. Amendments. This Company Agreement may be amended or modified from time to time only by a written instrument executed by the Member and the Company.

16. Rights of Creditors and Third Parties Under Company Agreement. This Agreement is entered into between the Company and the Member for the exclusive benefit of the Company, its Member, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

17. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Limited Liability Company Agreement as of the date first set forth above:

COMPANY:

MAY. 30. 2003 11:47AM

HOWARD, RICE, ET AL. (415) 217-5910

NO. 2467 P. 5

Navis, LLC

By: Navis Holdings, LLC, Member

By: *Mark Jull*

Name: EXECUTIVE VICE PRESIDENT

MEMBER:

Navis Holdings, LLC, Member

By: *Mark Jull*

Name: Executive Vice President

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4

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NAVIS, LLC

SCHEDULE A

CONTRIBUTED ASSETS AND ASSUMED LIABILITIES

The Contracts, Property and Equipment, Proprietary Rights and all other assets of Navis Corporation which are used in or related to the Business (excluding cash, cash equivalents and accounts receivable, but not excluding unbilled receivables accounted for in accordance with generally accepted accounting principles).

All liabilities and obligations of Navis Corporation directly related to the Business, including, but not limited to, all liabilities and obligations of Navis Corporation under its currently existing contracts, including, without limitation, all leases and contracts with vendors, employees and consultants; provided, however, that Navis Corporation will pay all accrued bonuses through the date of the Class C Closing.

Capitalized terms used in this Schedule A will have the meanings given them in that certain Contribution Agreement dated November 25, 1998 by and among Navis Corporation, Navis Holdings LLC and the investors names therein.

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Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "ZEBRA ENTERPRISE SOLUTIONS LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE FIFTEENTH DAY OF FEBRUARY, A.D. 2011.


AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.

2967953 8300

110162815

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8563237

DATE: 02-15-11

RECORDED: 05/24/2012

TRADEMARK
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