

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
The Communications Group, Inc.		07/20/2001	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	NavTrak, Inc.		
Street Address:	2000 Northwood Drive		
City:	Salisbury		
State/Country:	MARYLAND		
Postal Code:	21801		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76217480	NAVTRAK	
Registration Number:	3230809	NAVTRAK	
Registration Number:	2580836	NAVTRAK.NET	
CORRESPONDENCE DATA			
Fax Number:	6504936811		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-493-9300		
Email:	sschor@wsgr.com		
Correspondent Name:	Aaron D. Hendelman/WILSON SONSINI ET AL.		
Address Line 1:	650 Page Mill Road		
Address Line 4:	Palo Alto, CALIFORNIA 94304-1050		
ATTORNEY DOCKET NUMBER:	41519-006/SS2		
NAME OF SUBMITTER:	Aaron D. Hendelman		

Signature:	/Aaron D. Hendelman/
Date:	06/21/2012
Total Attachments: 6 source=assignment#page1.tif source=assignment#page2.tif source=assignment#page3.tif source=assignment#page4.tif source=assignment#page5.tif source=assignment#page6.tif	

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (this "*Agreement*") dated as of July 20, 2001 (the "*Effective Date*") is made by and between NavTraK, Inc., a Delaware corporation with its principal place of business at 2000 Northwood Drive, Salisbury, Maryland, 21801 ("*NavTraK*") and The Communications Group, Inc., a Maryland corporation with its principal place of business at 2000 Northwood Drive, Salisbury, Maryland, 21801 ("*TCG*").

RECITALS

WHEREAS, TCG desires to assign and transfer to NavTraK all of TCG's rights, title and interest in and to certain intellectual property rights, as set forth more fully below; and

WHEREAS, NavTraK desires to accept such assignment under and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings set forth and described herein, and other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged, the parties hereto, intending to be legally bound, agree as follows:

AGREEMENT

1. ASSIGNMENT.

1.1. Grant. TCG does hereby irrevocably sell, assign, transfer, grant, convey and relinquish exclusively to NavTraK, and its successors and assigns, all of TCG's rights, title and interest in and to the Trademarks, and any and all Intellectual Property Rights embodied therein. The "*Trademarks*" means (a) the marks "NAVTRAK" and "NAVTRAK.NET" (and Design)" (including any and all rights to U.S. trademark application number 76/022,155, filed April 10, 2000), and (b) all registrations, applications, renewals, extensions, continuations, divisions or reissues now or hereafter in force related thereto. "*Intellectual Property Rights*" means any and all known or hereafter known tangible and intangible rights to trademarks, service marks, trade names, and similar rights associated with the Trademarks, including any goodwill connected with the use of and symbolized by such Trademarks and any benefits and/or rights resulting therefrom and all actions and causes of action and rights to damages and profits, due or accrued, relating thereto, including the right to sue for prior infringement and any existing or accrued causes of action for infringement of any of the foregoing, as well as all title, privileges, interests and other proprietary rights therein or arising therefrom or associated therewith.

1.2. Acknowledgement. TCG acknowledges that there may be future rights that NavTraK may otherwise become entitled to with respect to the Trademarks and related Intellectual Property Rights that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be

developed, and TCG specifically intends the foregoing assignment of rights to NavTraK to include all such now known or unknown uses, media, and forms of exploitation throughout the universe.

1.3. Future Assignments. To the extent that TCG has filed any trademark application with United States Patent and Trademark Office (USPTO) related to the Trademarks as an intent-to-use application (the "Application"), TCG agrees to timely file with USPTO an amendment to alleged use of such trademark or statement of use for such trademark, and to include with such filing any relevant fee. Upon the USPTO's acceptance of such an amendment to alleged use of such trademark or statement of use for such trademark, TCG agrees to enter into and execute the assignment agreement in the form, attached hereto as Exhibit A, to irrevocably assign, transfer, grant, convey and relinquish exclusively to NavTraK, and its successors and assigns, all of TCG's rights, title and interest in and to the Trademarks, and any and all Intellectual Property Rights embodied therein.

1.4. Cooperation. TCG shall, at the request and reasonable expense of NavTraK, without further consideration, promptly communicate to NavTraK or its representatives or nominees any facts known to TCG respecting the Trademarks and related Intellectual Property Rights, and will testify in any legal proceeding, sign all lawful papers, execute all applications and confirmations, make all rightful oaths and generally do everything reasonably possible to aid NavTraK, its successors, assigns and nominees to obtain, maintain, perfect, and enforce rights in and to the Trademarks, including, without limitation: (i) applying for, obtaining, registering and vesting in the name of NavTraK alone (unless NavTraK directs otherwise) trademark or other analogous protection in any country throughout the world and when so obtained or vested to renew, maintain or restore the same; and (ii) defending in any judicial, opposition, interference or other proceeding or petition or application for revocation of such trademark or analogous protection.

2. REPRESENTATIONS AND WARRANTIES. TCG covenants, represents and warrants to NavTraK that:

2.1. Authority. TCG has the full power and authority to make this Agreement and to convey, transfer and assign the rights and property made hereby and to perform its obligations under this Agreement.

2.2. Ownership. TCG is the sole owner of the Trademarks and all Intellectual Property Rights related thereto and has not and will not mortgaged or otherwise encumbered or permitted encumbrance of the Trademarks or any of the Intellectual Property Rights, or entered into any option, prior assignment, grant or license, or other agreements respecting such Trademarks and related Intellectual Property Rights with any third persons. NavTraK shall immediately upon TCG's execution and delivery of this Agreement have possession of and may from time to time and at all times hereafter peacefully and quietly have, hold, possess and enjoy the Trademarks for its own use and benefit without any manner of hindrance, interruption, molestation, claim or demand whatsoever of, from or by TCG. Neither the Trademarks nor the Intellectual Property Rights infringe upon or violate the rights of any third party. There is no

litigation, claim or proceeding of any nature, pending or threatened against or relating to the Trademarks or the Intellectual Property Rights.

2.3. No Adverse Agreements. TCG has not made and will not hereafter make any agreement with any third persons, or voluntarily engage in any conduct, adversely affecting the Trademarks, Intellectual Property Rights, or rights granted by this Agreement or the value thereof that would impair TCG's ability to perform its obligations under this Agreement.

2.4. Waiver of Moral Rights. Where permitted by law, TCG waives any applicable moral rights in and to the Trademarks and related Intellectual Property Rights and agrees not to assert any moral rights against NavTrak or any of its successors and assigns.

3. INDEMNIFICATION. TCG hereby agrees to indemnify NavTrak and hold it harmless from and against all claims, damages, losses and expenses, including court costs and reasonable fees and expenses of attorneys, expert witnesses and other professionals, arising out of or related to any material breach of any of the foregoing warranties.

4. MISCELLANEOUS.

4.1. Successors. This Agreement is freely assignable by NavTraK. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

4.2. Governing Law. This Agreement is governed by and will be construed under and in accordance with the laws of the State of Maryland, without regard to conflict of law principles.

4.3. No Waiver. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of such rights or any other right.

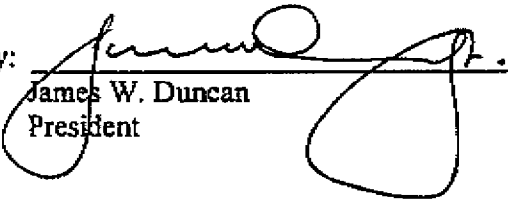
4.4. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile signatures shall have the same binding effect as original signatures.

4.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the Effective Date.

NAVTRAK, INC.

By: 
James W. Duncan
President

THE COMMUNICATIONS GROUP, INC.

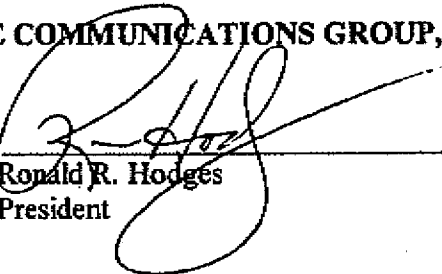
By: 
Ronald R. Hodges
President

EXHIBIT A

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RECITALS

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WHEREAS, NavTraK desires to accept such assignment under and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual undertakings set forth and described herein, and other good and valuable consideration the receipt and sufficiency of which is expressly acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. ASSIGNMENT.

1.1 Grant. TCG does hereby irrevocably sell, assign, transfer, grant, convey and relinquish exclusively to NavTraK, and its successors and assigns, all of TCG's rights, title and interest in and to any and all Intellectual Property Rights (as defined below) in any way connected with TCG's mark "NAVTRAK" (including any and all right to U.S. trademark application number 76/217,480, filed February 28, 2001, and any successor applications regarding such mark). The term "*Intellectual Property Rights*" "*Intellectual Property Rights*" means any and all known or hereafter known tangible and intangible rights to trademarks, service marks, trade names, and similar rights associated with the Trademarks, including any goodwill connected with the use of and symbolized by such Trademarks and any benefits and/or rights resulting therefrom and all actions and causes of action and rights to damages and profits, due or accrued, relating thereto, including the right to sue for prior infringement and any existing or accrued causes of action for infringement of any of the foregoing, as well as all title, privileges, interests and other proprietary rights therein or arising therefrom or associated therewith.

1.2 Acknowledgement. TCG acknowledges that there may be future rights that NavTraK may otherwise become entitled to with respect to the Intellectual Property Rights that do not yet exist, as well as new uses, media, means and forms of exploitation throughout the universe exploiting current or future technology yet to be developed, and TCG specifically intends the foregoing assignment of rights to NavTraK to include all such now known or unknown uses, media and forms of exploitation throughout the universe.

1.3 Cooperation. TCG shall, at the request and reasonable expense of NavTraK, without further consideration, promptly communicate to NavTraK or its representatives or nominees any facts known to TCG respecting such Intellectual Property Rights, and will testify in any legal proceeding, sign all lawful papers, execute all applications and confirmations, make all rightful oaths and generally do

everything reasonably possible to aid NavTraK, its successors, assigns and nominees to obtain, maintain, perfect, and enforce rights in and to the Intellectual Property Rights, including, without limitation: (i) applying for, obtaining, registering and vesting in the name of NavTraK alone (unless NavTraK directs otherwise) letters patent, copyright rights, trademark or other analogous protection in any country throughout the world and when so obtained or vested to renew, maintain or restore the same; and (ii) defending in any judicial, opposition, interference or other proceeding or petition or application for revocation of such letters, patent, copyrights, trademark or analogous protection.

2. MISCELLANEOUS.

2.1. Successors. This Agreement is freely assignable by NavTraK. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto together with their respective legal representatives, successors, and assigns.

2.2. Governing Law. This Agreement is governed by and will be construed under and in accordance with the laws of the State of Maryland.

2.3. No Waiver. No delay or omission by either party in exercising any right under this Agreement will operate as a waiver of such rights or any other right.

2.4. Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Facsimile signatures shall have the same binding effect as original signatures.

2.5. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed and sealed as of the Effective Date.

NAVTRAK, INC.

By: 

President

THE COMMUNICATIONS GROUP, INC.

By: 

President