

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRI Corporation		07/11/2012	CORPORATION: NORTH CAROLINA
Digital Records, Inc.		07/11/2012	CORPORATION: NORTH CAROLINA
TwinVision of North America, Inc.		07/11/2012	CORPORATION: NORTH CAROLINA
Robinson Turney International, Inc.		07/11/2012	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	DRI Newco LLC		
Street Address:	c/o Luminator US Holdings, Inc., 900 Klein Road		
City:	Plano		
State/Country:	TEXAS		
Postal Code:	75074		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	2166426	TWINVISION	
Registration Number:	2166496	ELYSE	
Registration Number:	3667073	TOMORROW'S TECHNOLOGY COLORING TODAY'S TRANSIT	
Registration Number:	3832759	MOBILITE	
Serial Number:	77809314	MOBIVISION	
Serial Number:	85513274	TRANSITVISION	
Serial Number:	85469826	DRI	
Serial Number:	85516058	D R I	

CH \$290.00 2166426

Serial Number:	85469786	A WORLD OF SIGNS
Serial Number:	85469843	REAL SOLUTIONS. REAL TIME.
Serial Number:	85473255	FINDMYBUS

CORRESPONDENCE DATA

Fax Number: 2125935955

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-756-2336

Email: melissa.karp@srz.com

Correspondent Name: M. Karp c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 22nd Floor

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	047689-0006
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NAME OF SUBMITTER:	Melissa Karp (047689-0006)
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Signature:	/kc for mk/
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Date:	07/30/2012
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Total Attachments: 10

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INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT

This **INTELLECTUAL PROPERTY ASSIGNMENT AND ASSUMPTION AGREEMENT** (the “Assignment”), dated as of July 11, 2012 (the “Effective Date”), is made by and among DRI Corporation, Digital Recorders, Inc., TwinVision of North America, Inc., and Robinson Turney International, Inc. (each, an “Assignor” and collectively, “Assignors”), in favor of DRI Newco LLC (“Assignee”). The Assignors and Assignee are sometimes herein referred to collectively as the “Parties” and individually as a “Party.”

WHEREAS, DRI Holding Vehicle LLC (“Purchaser”) and Assignors are parties to that certain Asset Purchase Agreement, dated as of April 1, 2012 (as amended, modified or supplemented from time to time, the “Purchase Agreement”), pursuant to which Assignors agreed to sell, assign, convey, transfer and deliver to Purchaser and/or a Purchaser Affiliate all of Assignors’ right, title and interest in and to the Seller IP (as defined in the Purchase Agreement); and

WHEREAS, the Assignors desire to assign all rights, title and interest in and to the Seller IP (other than the Seller IP being assigned to Clever Devices Ltd. pursuant to a separate Intellectual Property Assignment and Assumption Agreement (the “Clever Devices Assigned IP”) (such Seller IP excluding the Clever Devices Assigned IP being referred to herein as the “Assigned IP”)) to Assignee as a Purchaser Affiliate, and Assignee wishes to acquire same.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. Assignment. Each Assignor hereby assigns, sells and transfers unto Assignee, its successors and assigns, all of its rights, title and interest throughout the world in perpetuity, including common law rights, in and to the Assigned IP, including, without limitation, the Patents listed on Schedule A attached hereto, the Marks listed on Schedule B attached hereto, together with the goodwill associated therewith, and the Copyrights listed on Schedule C attached hereto, and the right to sue and recover for all past, present and future infringements and other violations of the Assigned IP, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignors had this assignment not been made. Assignors hereby covenant and agree to provide any further necessary documentation and do all further acts reasonably requested by Assignee in this regard to confirm and perfect title in and to the Assigned IP in Assignee and its successors, assigns or other legal representatives.

2. Acceptance and Assumption. Assignee hereby accepts the conveyance, assignment, transfer and delivery of the Assigned IP.

3. Defined Terms. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

4. No Conflict with Purchase Agreement. This Assignment is intended to evidence the consummation of certain transactions contemplated by the Purchase Agreement and is subject to the terms and conditions set forth in the Purchase Agreement. This Assignment is made without representation or warranty, except as provided in and by the Purchase Agreement. Nothing contained in this Assignment shall be construed to supersede, limit or qualify any provision of the Purchase Agreement. To the extent that there is a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern.

5. Amendment and Waiver. This Assignment may not be amended except by an instrument in writing signed on behalf of each of the Parties hereto. By an instrument in writing, Assignors, on the one hand, or Assignee, on the other, may waive compliance by the other Party or Parties with any term or provision of this Assignment that such other Party or Parties was or is obligated to comply with or perform.

6. Governing Law. To the extent not governed by the Bankruptcy Code, this Assignment shall be governed by and enforced in accordance with the laws of the State of North Carolina without regard to its provisions concerning conflict of laws.

7. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

8. Counterparts. This Assignment may be executed in any number of counterparts, and by the different Parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart to this Assignment by facsimile or other electronic means (e.g., electronic mail or PDF) shall be effective as delivery of a manually executed counterpart to this Assignment.

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IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNORS:

DRI Corporation

By: Elaine T. Rudisill
Name: Elaine T. Rudisill
Title: CEO

Digital Recorders, Inc.

By: Elaine T. Rudisill
Name: Elaine T. Rudisill
Title: CEO

TwinVision of North America, Inc.

By: Elaine T. Rudisill
Name: Elaine T. Rudisill
Title: CEO

Robinson Turney International, Inc.

By: Elaine T. Rudisill
Name: Elaine T. Rudisill
Title: CEO

ASSIGNEE:

DRI Newco LLC

By: _____
Name: Steven Hartman
Title: President

IN WITNESS WHEREOF, Assignors and Assignee have executed this Assignment as of the Effective Date.

ASSIGNORS:

DRI Corporation

By: _____
Name: _____
Title: _____

Digital Recorders, Inc.

By: _____
Name: _____
Title: _____

TwinVision of North America, Inc.

By: _____
Name: _____
Title: _____

Robinson Turney International, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

DRI Newco LLC

By:  _____
Name: Steven Hartman
Title: President

Schedule A

Patents

DRI Corporation USA Intellectual Property March 16, 2012

Registered

Title	Country	Owner/Applicant	Docket No.	Application Number	Application Date	Registration or Grant Number	Grant Date	Type	Status	Renewal or Expiry Date
Retainer Clip for Ribbon Cable Connectors	USA	Digital Recorders, Inc.	27,709	10/822,974	13-Apr-04	6,851,964	2/8/2005	U.S. Patent	Granted	6/3/2023
LED Sign Cover and Method of Manufacture	USA	Digital Recorders, Inc.	27,707	10/869,305	16-Jun-04	7,287,878	10/30/2007	U.S. Patent	Granted	7/4/2024

Schedule B

Marks

Title	Country	Owner/Applicant	Docket No.	Application Number	Application Date	Registration or Grant Number	Grant Date	Type	Status	Renewal or Expiry Date
TwinVision	USA	DRI Corporation	27,732	75/157,950	29-Aug-96	2,166,426	6/16/1998	Trademark	Registered	6/16/2018
ELYSE	USA	DRI Corporation	27,733	75/181,268	15-Oct-96	2,166,496	6/16/1998	Trademark	Registered	6/16/2018
Tomorrow's Technology Coloring Today's Transit	USA	TwinVision na, Inc.	27,754	76/636,317	18-Apr-05	3,667,073	8/11/2009	Trademark	Registered	8/11/2015
MobiLite	USA	DRI Corporation	29,433	77/723,716	28-Apr-09	3832759	8/10/10	Trademark	Registered	8/10/16

DRI Corporation
USA Intellectual Property
Pending
March 16, 2012

Title	Country	Owner/Applicant	Docket No.	Application Number	Application Date	Registration or Grant Number	Grant Date	Type	Status
MobiVision	USA	DRI Corporation	29,651	77/809,314	20-Aug-09			Trademark	Allowed
TransitVision	USA	DRI Corporation	30,946	85/513,274	10-Jan-12				
DRI (word mark)	USA	DRI Corporation	30,596	85/469,826	10-Nov-11				
DRI (& Design)	USA	DRI Corporation	30,597	85/516,058	13-Jan-12				
A World of Signs	USA	DRI Corporation	30,894	85/469,786	10-Nov-11				
Real Solutions. Real Time.	USA	DRI Corporation	30,971	85/469,843	10-Nov-11				
FindMyBus	USA	DRI Corporation	31,028	85/473,255	15-Nov-11				

Domain Name Registrations
DOMESTIC DOMAINS
As of March 16, 2012

All domains are registered by DRI Corporation with godaddy.com

Domain Name	Create Date	Expiration Date
DRICORP.BIZ	7/9/2007	7/8/2014
DRI-CORP.BIZ	7/13/2007	7/12/2014
DRICORP.COM.BR		7/15/2013
DRI-CORP.COM.BR		7/15/2013
DRICORP.INFO	7/9/2007	7/9/2014
DRI-CORP.INFO	7/13/2007	7/13/2014
DRICORP.NET	7/9/2007	5/16/2015
DRI-CORP.NET	7/13/2007	5/16/2015
DRICORP.NET.BR		7/15/2013
DRI-CORP.NET.BR		7/15/2013
DRICORP.ORG	7/9/2007	7/9/2014
DRI-CORP.ORG	7/13/2007	7/13/2014
DRICORP.US	7/9/2007	7/8/2014
DRI-CORP.US	7/13/2007	7/12/2014
DRICORPORATION.BIZ	2/22/2008	2/21/2015
DRICORPORATION.COM	2/22/2008	5/16/2015
DRICORPORATION.COM.BR		7/15/2013
DRICORPORATION.INFO	4/11/2011	4/11/2014
DRICORPORATION.NET	2/22/2008	5/16/2015
DRICORPORATION.NET.BR		7/15/2013
DRICORPORATION.ORG	2/22/2008	2/22/2015
DRIINC.ORG	12/2/2010	12/2/2014
MOBIVISION.INFO	11/30/2010	11/30/2013
MOBIVISION.ME	11/30/2010	11/30/2013
MOBIVISION.US	11/30/2010	11/29/2013
ROBINSONTURNNEY.BIZ	5/16/2007	5/15/2015
ROBINSONTURNNEY.COM	1/4/2005	5/16/2015
ROBINSONTURNNEY.INFO	5/16/2007	5/16/2015
ROBINSONTURNNEY.NET	5/16/2007	5/16/2015
ROBINSONTURNNEY.ORG	5/16/2007	5/16/2015
ROBINSONTURNNEY.US	5/16/2007	5/15/2015
TBUS.BIZ	5/16/2007	5/15/2015
TBUS.COM	3/15/2000	5/16/2013
TBUS.US	5/16/2007	5/15/2015
TRANSITMEDIA.BIZ	7/16/2010	7/15/2015
TRANSITMEDIA.INFO	7/16/2010	7/16/2015

Domain Name	Create Date	Expiration Date
TRANSITMEDIA.US	7/16/2010	7/15/2015
TWINVISION.BIZ	5/16/2007	5/15/2015
TWIN-VISION.BIZ	5/16/2007	5/15/2015
TWINVISION.INFO	5/16/2007	5/16/2015
TWIN-VISION.INFO	5/16/2007	5/16/2015
TWIN-VISION.NET	5/16/2007	5/16/2015
TWIN-VISION.ORG	5/16/2007	5/16/2015
TWIN-VISION.US	5/16/2007	5/15/2015
TWINVISIONNA.BIZ	5/16/2007	5/15/2015
TWINVISIONNA.COM	11/11/1998	5/16/2013
TWINVISIONNA.INFO	5/16/2007	5/16/2015
TWINVISIONNA.NET	5/16/2007	5/16/2015
TWINVISIONNA.ORG	5/16/2007	5/16/2015
TWINVISIONNA.US	5/16/2007	5/15/2015
TWINVISIONNAINC.BIZ	5/16/2007	5/15/2015
TWINVISIONNAINC.COM	5/16/2007	5/16/2015
TWINVISIONNAINC.INFO	5/16/2007	5/16/2015
TWINVISIONNAINC.NET	5/16/2007	5/16/2015
TWINVISIONNAINC.ORG	5/16/2007	5/16/2015
TWINVISIONNAINC.US	5/16/2007	5/15/2015
TWINVISIONSIGNS.BIZ	5/16/2007	5/15/2015
TWINVISIONSIGNS.COM	12/22/2004	5/16/2015
TWINVISIONSIGNS.INFO	5/16/2007	5/16/2015
TWINVISIONSIGNS.NET	5/16/2007	5/16/2015
TWINVISIONSIGNS.ORG	5/16/2007	5/16/2015
TWINVISIONSIGNS.US	5/16/2007	5/15/2015

Schedule C

Copyrights

[None]