

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																	
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT																	
EFFECTIVE DATE:	03/28/2012																	
CONVEYING PARTY DATA																		
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>Maptuit Corporation</td> <td></td> <td>03/26/2012</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>				Name	Formerly	Execution Date	Entity Type	Maptuit Corporation		03/26/2012	CORPORATION: DELAWARE							
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<p>Fax Number: 2165837071 <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i></p> <p>Phone: 2165837070 Email: ccrehore@ulmer.com Correspondent Name: Charles A. Crehore Address Line 1: 1660 West 2nd Street, Suite 1100 Address Line 2: Ulmer & Berne LLP Address Line 4: Cleveland, OHIO 44113-1448</p>																		

OP \$115.00 2527654

ATTORNEY DOCKET NUMBER:	32892-0021
NAME OF SUBMITTER:	Charles A. Crehore
Signature:	/Charles A. Crehore/
Date:	11/28/2012
Total Attachments: 7 source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page1.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page2.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page3.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page4.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page5.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page6.tif source=MAPTUIT Trademark and Domain Name Assignment 3-28-2012 (searchable conversion)#page7.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "Assignment") is made and entered into as of March 28, 2012 by and between Telogis, Inc., a Delaware corporation with a place of business at 20 Enterprise, Suite 100, Aliso Viejo, CA 92656, USA ("Assignee"), and Maptuit Corporation, a Delaware corporation having a principal place of business located at 35 Corporate Drive, 2nd Floor, Burlington, MA 01803, USA ("Assignor").

RECITALS

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the "Purchase Agreement"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver certain assets, including without limitation, the trademarks and service marks set forth on Schedule A hereto (the "Marks") and the domain names set forth on Schedule B hereto (the "Domain Names") and described below, to Assignee; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such Marks and Domain Names.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, including \$1.00, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Assignment. Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor's right, title and interest in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; (b) all of Assignor's right, title, and interest in and to the Domain Names; and (c) all rights to income, royalties, and license fees deriving from the Marks or Domain Names, all causes of action, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or Domain Names or injury to the goodwill associated with the Marks or Domain Names and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. Assistance. Assignor agrees to perform, without charge to Assignee, all acts reasonably necessary to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks and the Domain Names, and the intellectual property rights therein assigned to Assignee hereunder, including, without limitation, executing assignments, declarations, affidavits, and other papers reasonably necessary to perfect

such benefits, enjoyment, rights, title and interest in Assignee, provided that nothing in this paragraph shall require Assignor to pay any out of pocket costs in connection therewith.

3. General.

3.1 Severability. If any term or provision of this Assignment or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any other jurisdiction, the remaining terms and provisions of this Assignment or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

3.2 Counterparts. This Assignment may be executed in one or more counterparts, including electronically transmitted counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same Assignment.

3.3 Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws.

3.4 Waiver. Any term or provision of this Assignment may be waived in writing at any time by the party or parties entitled to the benefits thereof. No failure to exercise and no delay in exercising any right, power or privilege shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude the exercise of any other right, power or privilege. No waiver of any breach of any covenant or agreement hereunder shall be deemed a waiver of any preceding or subsequent breach of the same or any other covenant or agreement.

3.5 Amendment. No supplement, modification, amendment or waiver of this Assignment shall be binding unless executed in writing by Assignee, on the one hand, and Assignor, on the other hand.

3.6 Construction. The parties hereto agree that they have been represented by counsel during the negotiation, preparation and execution of this Assignment and, therefore, waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

3.7 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by either party, without the written consent of the other party and any such purported assignment by either party without such consent shall be void. Notwithstanding the foregoing, Assignee may without obtaining the consent of Assignor, assign any of its rights and/or obligations under this Assignment to any of its Affiliates or to its lenders as collateral security or to any Person that acquires (whether by merger, purchase of stock, purchase of assets or otherwise), or is the successor or surviving entity in any such acquisition, merger or other transaction involving, Assignee (provided that if Assignee so

assigns its rights and obligations, Assignee shall not be relieved of its obligations hereunder in respect of any such assignment).

3.8 Entire Agreement. This Assignment, including the schedules attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.9 Dispute Resolution. The parties hereto hereby agree that any dispute arising from or relating to this Assignment or the subject matter hereof shall be resolved in accordance with, and subject to the provisions of, Section 9.10 and Section 9.11 of the Purchase Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

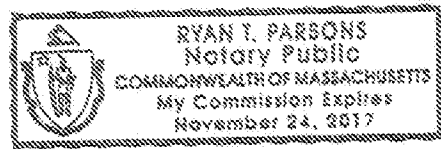
"Assignor"

MAPTUIT CORPORATION

a Delaware corporation

By: [Signature]
Name: Luke Whitchell
Title: Treasurer & Assistant Secretary

Notary: [Signature]

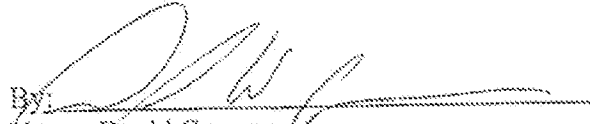


[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

"Assignee"

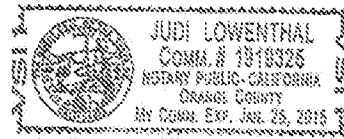
TELOGIS, INC.,

a Delaware corporation

By: 
Name: David Cozzens
Title: President and Chief Executive Officer

Notary: See Below

State of California, County of Orange
On MARCH 26, 2012 before me, Judi Lowenthal, Notary Public,
Personally appeared DAVID COZZENS
who proved to me on the basis of satisfactory evidence to be the person(s)
whose name(s) is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their authorized capacity(ies),
and that by his/her/their signature(s) on the instrument the party(ies), or the entity
upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.



[SIGNATURE PAGE TO TRADEMARK AND DOMAIN NAME ASSIGNMENT]

Schedule A
Marks

U.S. Trademark Serial No.	U.S. Trademark Registration No.	Mark
78061163	2527654	MAPTUIT
78061168	2681128	MAPTUIT
78061170	2688715	MAPTUIT
78061150	3071629	MAPTUIT

Schedule B
Domain Names

fleetnav.com
fleetnavalert.com
fleetnavdirections.com
fleetnavexpress.com
fleetnavfuel.com
map2it.com
maptoit.com
maptuit.com
maptuit.net
maptuit.org
maptuit.ca
navigo.us