

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ZOOM SAFER INC.		11/05/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	AEGIS MOBILITY INC.		
Street Address:	200-8525 Baxter Place		
City:	Burnaby, British Columbia		
State/Country:	CANADA		
Postal Code:	V5A4V7		
Entity Type:	CORPORATION: BRITISH COLUMBIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3849557	ZOOMSAFER	
Registration Number:	3913744	FLEETSAFER	
CORRESPONDENCE DATA			
Fax Number:	9497609502		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(949) 760-0404		
Email:	efiling@knobbe.com		
Correspondent Name:	Mauricio A. Uribe		
Address Line 1:	Knobbe, Martens, Olson & Bear, LLP		
Address Line 2:	2040 Main Street, 14th Floor		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	AMOBIL.000GEN		
DOMESTIC REPRESENTATIVE			
Name:	Mauricio A. Uribe		

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Address Line 1: Knobbe, Martens, Olson & Bear, LLP
Address Line 2: 2040 Main Street, 14th Floor
Address Line 4: Irvine, CALIFORNIA 92614

NAME OF SUBMITTER:

Mauricio A. Uribe

Signature:

/mauricioauribe/

Date:

01/29/2013

Total Attachments: 4

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TRADE-MARK ASSIGNMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of November 5, 2012.

BETWEEN:

ZOOM SAFER INC., a Delaware corporation, having an office at 441
C Carlisle Drive, Herndon, Virginia, 20170

(the "Vendor")

AND:

AEGIS MOBILITY INC., a British Columbia corporation having an
office at 200 - 8525 Baxter Place, Burnaby, British Columbia, Canada,
V5A 4V7

(the "Purchaser")

WHEREAS:

- A. The Vendor is the registered and equitable owner of the trade-mark registrations listed in Schedule "A" attached hereto (collectively, the "Trade-marks").
- B. The Vendor and the Purchaser have agreed that the Vendor will transfer all of its right, title and interest in and to the Trade-marks to the Purchaser pursuant to the terms of a purchase and sale agreement dated as of the date hereof between the Vendor and the Purchaser (the "Purchase Agreement").

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the Purchase Price (as defined in the Purchase Agreement) paid by the Purchaser to the Vendor and the mutual covenants herein contained, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties covenant and agree as follows:

1. ASSIGNMENT

1.1 The Vendor hereby assigns, sells and transfers to the Purchaser, for the Purchaser's benefit and the benefit of its successors and assigns, all of the Vendor's rights, title and interest in and to the Trade-marks, including, without limitation, all common law rights and the goodwill associated with the Trade-marks in Canada, the United States and elsewhere in the world including all applications and registrations in respect thereof, and the right to file further applications in any country for the Trade-marks and to receive registrations therefore. The Vendor agrees not to oppose any application by the Purchaser for the Trade-marks in any country.

2. COMMITMENTS

2.1 Each Party will execute and deliver such further agreements and other documents and do such further acts and things as the other Party reasonably requests to evidence, carry out or give full effect to the intent of this Agreement and to establish that the Vendor does not have any other right, title and interest in and to the Trade-marks and any applications or registrations in respect thereof.

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3. GENERAL PROVISIONS

3.1 Modification. This Agreement, together with the Purchase Agreement, constitutes the Parties' entire understanding relating to its subject matter, and supersedes and replaces all previous negotiations, representations and any other agreement or understanding between them relating to the same subject matter. The Preamble is hereby incorporated by reference and made a part of this Agreement. Any modification and/or amendment to this Agreement must be in writing and executed by both Parties.

3.2 Binding Agreement. The terms of this Agreement shall bind the Parties and their respective successors, heirs and permitted assigns.

3.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.4 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, without reference to its conflict of laws provisions, and the laws of Canada applicable therein. All disputes arising under this Agreement will be subject to the dispute resolution terms contained in the Purchase Agreement.

3.5 Severability. If any term or provision of this Agreement or the application thereof shall be invalid or unenforceable, such term or provision shall be severed from this Agreement and the remainder of this Agreement shall be unaffected thereby and each remaining term or provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

3.6 Transfer Fees. The Purchaser shall be responsible for payment of any fees and costs charged by governmental authorities, if any, in connection with the registration of the transfers of the Trade-marks contemplated hereunder.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

ZOOM SAFER INC.

By: _____

Authorized Signatory

AEGIS MOBILITY INC.

By: _____

Authorized Signatory

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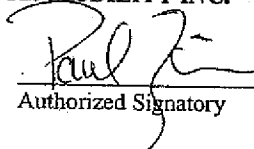
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ZOOM SAFER INC.

By: _____
Authorized Signatory

AEGIS MOBILITY INC.

By:  _____
Authorized Signatory

SCHEDULE "A"

Trade-mark	Jurisdiction of Registration	Serial Number	Registration Number
ZOOMSAFER	United States	77829775	3849557
FLEETSAFER	United States	85062698	3913744

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