

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Asset Purchase Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webtech Wireless Inc.		01/24/2013	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Cubic Transportation Systems, Inc.		
Street Address:	9333 Balboa Avenue		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92123		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4287503	N	
Registration Number:	3789729	NEXTBUS	
CORRESPONDENCE DATA			
Fax Number:	8584564802		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	858-456-4801		
Email:	ejenkins@trademarkgroup.com		
Correspondent Name:	The Trademark Group, APLC		
Address Line 1:	1200 Prospect Street, Suite G-100		
Address Line 4:	La Jolla, CALIFORNIA 92037		
NAME OF SUBMITTER:	Marnie Wright Barnhorst, Esq.		
Signature:	/MWB/		
Date:	03/12/2013		

OP \$65.00 4287503

Total Attachments: 7

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EXECUTION VERSION

WEBTECH WIRELESS INC.

- and -

CUBIC TRANSPORTATION SYSTEMS, INC.

ASSET PURCHASE AGREEMENT

DATED January ²⁴ 2013

ASSET PURCHASE AGREEMENT

This Agreement dated January 24, 2013 is made

BETWEEN

WEBTECH WIRELESS INC. (the "Vendor")

- and -

CUBIC TRANSPORTATION SYSTEMS, INC. (the "Purchaser")

RECITALS

- A. The Vendor carries on the Business and is willing to sell the Purchased Assets to the Purchaser;
- B. The Purchaser is willing to purchase the Purchased Assets and to assume the Assumed Liabilities on and subject to the terms and conditions contained in this Agreement;

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party, the Parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions. In this Agreement:

"Adjustment Amount" means any amount payable pursuant to Section 2.7.

"Adjustment Date" means the third Business Day after the Closing Date Statements are finally determined in accordance with Section 2.5 or 2.6, as the case may be.

"Affiliate" means, with respect to any Person, any other Person who directly or indirectly controls, is controlled by, or is under direct or indirect common control with, such Person, and includes any Person in like relation to an Affiliate. A Person shall be deemed to "control" another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such other Person, whether through the ownership of voting securities, by contract or otherwise; and the term "controlled" shall have a similar meaning.

"Agreement" means this asset purchase agreement and all the Exhibits attached hereto together with the Disclosure Letter.

"Applicable Benefits Laws" means all Applicable Laws relating to the Employee Plans.

"Applicable Law" means, with respect to any Person, property, transaction, event or other matter, any foreign or domestic constitution, treaty, law, statute, regulation, code, ordinance, principle of common law or equity, rule, municipal by-law, Order or other requirement having the force of law (collectively, the "Law") relating or applicable to such Person, property, transaction, event or other matter and also includes, where appropriate, any interpretation of the Law (or any part thereof) by any Person having jurisdiction over it, or charged with its administration or interpretation.

(20) *Contracts.* Schedule 3.1(20) of the Disclosure Letter lists or identifies all Material Contracts. Neither the Vendor nor the Company nor, to the knowledge of the Vendor, any other party to any Material Contract is in default under any Material Contract and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by the Vendor or, to the knowledge of the Vendor, any other party to any Material Contract. Each Material Contract is in full force and effect and the Vendor or the Company, as applicable, is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. The Vendor has not received any written notice of a default by the Vendor under any Material Contract or of a dispute between the Vendor and any other Person in respect of any Material Contract. The completion of the transactions contemplated by this Agreement will not afford any party to any of the Material Contracts the right to terminate any Material Contract nor will the completion of such transactions result in any additional or more onerous obligation on the Purchaser under any Material Contract.

(21) *Receivables.* All material Receivables are recorded in the Financial Records and the Receivables are valid obligations which arose in the ordinary course of business and are expected to be collected in the ordinary course of business.


(22) *Inventories.* The Inventories consist of items that are of good and merchantable quality and are not subject to any write-down or write-off. Current Inventory levels are consistent with the level of Inventories that has been maintained in the operation of the Business prior to the date hereof in accordance with the operation of the Business in the ordinary course of business.

(23) *Intellectual Property.*

- (a) Schedule 3.1(23) of the Disclosure Letter lists all of the registrations and applications for registration of the Intellectual Property and all common law trade-marks currently used by the Vendor or the Company included in the Intellectual Property. All of the registrations and applications for registration of the Intellectual Property are valid and subsisting, in good standing and are recorded in the name of the Vendor or the Company. Neither the Vendor nor the Company has received written notice that any application for registration of any Intellectual Property has been rejected, withdrawn or opposed.
- (b) The Vendor or the Company is the only owner of the Intellectual Property and is entitled to the exclusive and uninterrupted use of the Intellectual Property without payment of any royalty or other fees. No Person has any right, title or interest in any of the Intellectual Property and all such Persons have waived their moral rights in any copyright works within the Intellectual Property. The Vendor has diligently protected its legal rights to the Intellectual Property. The Vendor has maintained all registrations necessary or desirable to protect its rights in the Intellectual Property.
- (c) Schedule 3.1(23) of the Disclosure Letter includes a reference to all Legal Proceedings relating to the Intellectual Property which are currently outstanding or threatened in writing.
- (d) The Employees and all consultants and independent contractors retained by the Vendor who have created or are responsible for the protection of the Intellectual Property have agreed to maintain the confidentiality of confidential Intellectual Property and have provided waivers of all moral rights in copyright works included in the Intellectual Property.
- (e) All of the Vendor's permissions and licences to use the Intellectual Property of other Persons (including software and computer programs) are disclosed in Schedule 3.1(23) of

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

WEBTECH WIRELESS INC.

By: 
Name: Scott Edmonds
Title: President & CEO

CUBIC TRANSPORTATION SYSTEMS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first above written.

WEBTECH WIRELESS INC.

By: _____
Name: Scott Edmonds
Title: President & CEO

CUBIC TRANSPORTATION SYSTEMS, INC.

By: John D. Thomas
Name: John D. Thomas
Title: Director

Jurisdiction	Issue No.	Description	Assignee
United States of America	6006159	Public transit vehicle arrival information system: A system for notifying passengers waiting for public transit vehicles of the status of the vehicles, including the arrival times of vehicles at stops. The system includes global position determining devices located in the vehicles for determining the location of the vehicles along their routes. A central processor or computer is coupled to the global position determining devices for receiving the locations of vehicles therefrom. The processor is programmed to compute and update from the present location of the transit system vehicles and electronically stored information a transit data table which includes status information for all the vehicles in the system, including the location of scheduled stops, connections to other transit vehicles at the stops, and the arrival times of vehicles at their stops. The vehicle status and other information, including news and advertisements are then made available for public access in a manner geared to the locations of the vehicles, the time of day, day of week, date, location, season, holiday, weather etc. Portable access means such as pagers, notebook and palm computers and telephones and stationary access means such as personal computers and telephones and display modules in communication with the central processor, receive the computed arrival time and other information for selected routes, stops, etc. from the central processor, and communicate the information to the passenger(s).	Webtech Wireless Inc.

Trademarks:

Title	Jurisdiction	Publication Date	Reg. Date	Reg No.	Registrant/Assignee	Goods/Services
NextBus	Canada	Feb 17/10	Jul 15/10	TMA772055	Webtech Wireless Inc.	See note 1
NextBus	European Union	Feb 11/02	Dec 19/01	E1447887	Webtech Wireless Inc.	See note 2
NextBus	United States	Mar 2/10	May 18/10	3789729	Webtech Wireless Inc.	See note 3
N	Canada		Aug 8/12	TMA829437	Webtech Wireless Inc.	See note 4
N	United States	Nov 27/12			Webtech Wireless Inc.	See note 5

- (1) "WARES: Computer software for automatic vehicle location systems; electronic, digital and LED computer display devices for use in connection with automated vehicle location systems, namely, hand-held displays, tabletop and wall-mounted displays, and bus shelter and building displays. SERVICES: Voice and data communication services, namely providing electronic transmission of transit data table information and transit system advisory messages."

- (2) "Class 09: Computer hardware and software for automatic vehicle location systems; electronic, digital and led computer display devices for use in connection with automatic vehicle location systems, namely, hand-held displays, tabletop and wall-mounted displays, and bus shelter and building displays. Class 38: Voice and data communication services, namely, providing electronic transmission of transit data table information and transit system advisory messages."
- (3) "IC 009. US 021 023 026 036 038. G & S: COMPUTER SOFTWARE FOR OPERATING AUTOMATIC VEHICLE LOCATION SYSTEMS; ELECTRONIC, DIGITAL AND LED COMPUTER DISPLAY DEVICES FOR USE IN CONNECTION WITH AUTOMATED VEHICLE LOCATION SYSTEMS, NAMELY, HAND-HELD DISPLAYS, TABLETOP AND WALL-MOUNTED DISPLAYS, AND BUS SHELTER AND BUILDING DISPLAYS. FIRST USE: 20050630. FIRST USE IN COMMERCE: 20050630
 IC 038. US 100 101 104. G & S: VOICE AND DATA COMMUNICATION SERVICES, NAMELY, PROVIDING ELECTRONIC TRANSMISSION OF TRANSIT DATA TABLE INFORMATION AND TRANSIT SYSTEM ADVISORY MESSAGES. FIRST USE: 20050630. FIRST USE IN COMMERCE: 20050630."
- (4) "WARES: Computer software for automatic vehicle location systems; electronic, digital and LED computer display devices for use in connection with automated vehicle location systems, namely, hand-held displays, tabletop and wall-mounted displays, and bus shelter and building displays. SERVICES: Voice and data communication services, namely providing electronic transmission of transit data table information and transit system advisory messages".
- (5) "Class 9 - Goods: Computer software for operating automatic vehicle location systems; electronic, digital and led computer display devices for use in connection with automated vehicle location systems, namely, hand-held displays, tabletop and wall-mounted displays, and bus shelter and building displays. Class 38 - Services: Voice and data communication services, namely, providing electronic transmission of transit data table information and transit system advisory messages".

Domain Names:

Domain	Redirects to
whereismybus.com	http://www.nextbus.com
busses.org	http://www.nextbus.com

Software Applications:

NextStop Mobile Device Application
 Automatic Passenger Counter Mobile Device Application