

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
QUALCOMM Incorporated		04/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Omnitracs, Inc.
Street Address:	5775 Morehouse Drive
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Serial Number:	85370502	ACCIDENTS DON'T HAPPEN BY ACCIDENT.
Serial Number:	74504185	FLEET ADVISOR
Serial Number:	78123617	GLOBALTRACS
Serial Number:	78094687	OMNIEXPRESS
Serial Number:	75736556	OMNIEXPRESS
Serial Number:	85829027	OMNITRACS
Serial Number:	74353576	OMNITRACS
Serial Number:	73756995	OMNITRACS
Serial Number:	85370495	PREDICTING RISK. PREVENTING LOSS.
Serial Number:	74259814	QTRACS
Serial Number:	74276803	SENSORTRACS
Serial Number:	85543627	SYLECTDASH
Serial Number:	85351972	SYLECTUS
Serial Number:	78465906	T2

OP \$390.00 85370502

Serial Number:

77447532

THE DRIVING CENTER DRIVING EXPERIENCE FOR LIFE

CORRESPONDENCE DATA

Fax Number: 2028576395

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

Phone: 202.715.8411

Email: johanna.mansilla@arentfox.com

Correspondent Name: N. Christopher Norton, Esq.

Address Line 1: c/o Arent Fox LLP

Address Line 2: 1717 K Street, NW

Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

ATTORNEY DOCKET NUMBER:

032592.12442

NAME OF SUBMITTER:

N. Christopher Norton

Signature:

/N. Christopher Norton/

Date:

04/11/2013

Total Attachments: 11

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TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT

THIS TRADEMARK AND COPYRIGHT ASSIGNMENT AGREEMENT (this "Assignment") is made April 1, 2013, by and between QUALCOMM Incorporated, a Delaware corporation ("Assignor"), and Omnitrac, Inc., a Delaware corporation ("Assignee"). All undefined capitalized terms used herein shall have the meanings ascribed to such terms in the Contribution Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement, dated as of April 1, 2013 (the "Contribution Agreement"), pursuant to which, among other things, Assignor has agreed to assign, transfer, convey and contribute to Assignee certain Assets, including but not limited to the trademarks and their corresponding registrations and pending applications (if any) identified in Exhibit A hereto (the "Trademarks"), along with the goodwill inherent in the Trademarks, and the registered copyrights identified in Exhibit B hereto (the "Copyrights").

WHEREAS, Assignee has requested that, in accordance with the terms of the Contribution Agreement, and in order to enable Assignee to secure more fully the benefits of the transactions contemplated by the Contribution Agreement, Assignor execute and deliver this Assignment.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assigns, transfers, conveys and contributes to Assignee all of Assignor's worldwide right, title and interest of whatever nature in and to the Trademarks, including all goodwill inherent therein, and the Copyrights (collectively, the "Assigned IP").
2. **Further Assurances.** At Assignee's reasonable request and sole expense, Assignor shall take all action reasonably deemed necessary by Assignee to facilitate and further memorialize and effect the assignment and conveyance of the Assigned IP to Assignee described in Section 1 herein.
3. **Miscellaneous.** This Assignment: (i) shall be governed by and construed and interpreted in accordance with the law of the State of California irrespective of the choice of law principles of the State of California, as to all matters, including matters of validity, construction, effect, enforceability, performance and remedies; (ii) together with the Contribution Agreement and the other agreements and transactions described therein, sets forth the entire understanding of Assignor and Assignee, and supersedes all prior oral or written understandings and

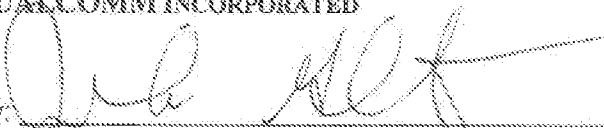
agreements with respect to the subject matter hereof; (iii) shall not be amended or terminated unless in a writing signed by Assignor and Assignee that expressly sets forth such amendment or termination; (iv) shall be binding upon and inure to the benefit of the Assignee and Assignor and their respective successors and assigns; (v) if held to be invalid or unenforceable, in whole or part, such term or provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable the remaining terms and provisions of this Assignment; and (vi) may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. The waiver of any breach of this Assignment shall not be construed to be the waiver of any subsequent breach.

[Signature Page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their authorized officers, all as of the date and year first above written to be effective as of the Closing.

ASSIGNOR:

QUALCOMM INCORPORATED

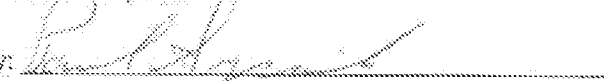
By: 

Name: John Gilbert

Title: Vice President

ASSIGNEE:

OMNITRACS, INC.

By: 

Name: Paul Sysowik

Title: President

[Signature Page to Trademark and Copyright Assignment Agreement]

Exhibit A

Trademarks

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date
ACCIDENTS DON'T HAPPEN BY ACCIDENT.	Canada	1559085	1/10/2012		
ACCIDENTS DON'T HAPPEN BY ACCIDENT.	United States of America	85/370502	7/13/2011	4226993	10/16/2012
CIRCULO DE SERVICIO (English CIRCLE OF SERVICE)	Mexico	561446	8/16/2002	762247	8/29/2002
FLEET ADVISOR	United States of America	74/504185	3/23/1994	1936082	11/14/1995
FLEETVISOR	European Community	006081988	7/9/2007	006081988	5/16/2008
GLOBALTRACS	Canada	896091	11/12/1998	TMA681064	2/5/2007
GLOBALTRACS	United States of America	78/123617	4/23/2002	2880226	8/31/2014
MVPC	Canada	1036432	11/17/1999	TMA582988	6/3/2003
OMNIEXPRESS	European Community	005654165	1/31/2007	005654165	2/7/2012
OMNIEXPRESS	United States of America	75/736556	6/24/1999	2496868	10/9/2001
OMNIEXPRESS	United States of America	78/094687	11/21/2001	2783151	11/11/2003
OMNITRACS	Argentina	2074144	3/20/1997	1848819	10/26/2001

OMNITRACS	Brazil	816454914	10/17/1991	816454914	11/28/1995
OMNITRACS	Brazil	816454922	10/17/1991	816454922	8/3/2003
OMNITRACS	Brazil	816454930	10/17/1991	816454930	8/3/1993
OMNITRACS	California	89102	10/10/1988	89102	12/16/1988
OMNITRACS	California	34407	2/28/1989	34407	2/28/1989
OMNITRACS	Chile	373316	4/3/1997	821888	2/5/1998
OMNITRACS	Chile	373317	4/3/1997	806036	2/5/1998
OMNITRACS	Colombia	99047563	7/28/1999	232285	3/15/2000
OMNITRACS	Colombia	99047565	7/28/1999	228457	3/21/2000
OMNITRACS	Guatemala	0243797	4/3/1997	95886	4/18/1999
OMNITRACS	Guatemala	0243697	4/3/1997	97447	8/19/1999
OMNITRACS	India	755146	3/20/1997	755146	3/20/1997
OMNITRACS	Indonesia	R002006006270	6/26/1997	IDM000089276	3/27/1998
OMNITRACS	Indonesia	R002006006277	6/26/1997	IDM000089277	3/27/1998
OMNITRACS	Japan	H03-057967	6/6/1991	4204017	10/23/1998
OMNITRACS	Korea, Republic of	41-1997- 0003926	3/24/1997	41-0046626- 0000	9/4/1998
OMNITRACS	Mexico	315671	11/27/1997	569440	1/30/1998
OMNITRACS	Mexico	191239	2/17/1994	456227	4/6/1994
OMNITRACS	Mexico	191238	2/17/1994	475346	2/17/1994
OMNITRACS	Panama	101993	8/2/1999	101993	1/12/2001
OMNITRACS	Panama	101992	8/2/1999	101992	1/12/2001
OMNITRACS	Paraguay	167351999	8/6/1999	2682822004	6/1/2004
OMNITRACS	Peru	34807	3/20/1997	36403	6/11/1997
OMNITRACS	Peru	34806	3/20/1997	11107	6/16/1997
OMNITRACS	Russian Federation	97708091	6/5/1997	168409	10/30/1998
OMNITRACS	South Korea	1316197	3/24/1997	406177	6/24/1998
OMNITRACS	Taiwan	86013872	3/22/1997	907220	10/1/2000
OMNITRACS	Taiwan	86013873	3/22/1997	103179	10/1/1998
OMNITRACS	Thailand	333830	5/8/1997	KOR117416	5/8/1997
OMNITRACS	Thailand	333831	5/8/1997	BOR9579	5/8/1997
OMNITRACS	Ukraine	97051475	5/28/1997	18891	3/15/2001

OMNITRACS	United States of America	85/829027	1/22/2013		
OMNITRACS	Uruguay	316305	9/7/1999	316305	3/24/2000
OMNITRACS	Venezuela	65151997	4/8/1997	P205546	5/8/1998
OMNITRACS	Venezuela	65161997	4/8/1997	S007915	5/8/1998
OmniTRACS & Design	United States of America	74/353576	1/29/1993	1839366	6/14/1994
OmniTRACS & Design (in color)	Japan	H05-037254	4/14/1993	3228191	11/29/1996
OMNITRACS (English & Katakana)	Japan	H03-053428	5/27/1991	2620979	2/28/1994
OMNITRACS (in Katakana)	Japan	H05-037251	4/14/1993	3228188	11/29/1996
OmniTRACS (Stylized)	Australia	523788	11/22/1989	523788	11/22/1989
OmniTRACS (Stylized)	Australia	523789	11/22/1989	523789	11/22/1989
OmniTRACS (Stylized)	Canada	0649352	1/31/1990	TMA382077	3/22/1991
OmniTRACS (Stylized)	China	970029455	4/4/1997	1189523	7/7/1998
OmniTRACS (Stylized)	China	970029456	4/4/1997	1185817	6/21/1998
OmniTRACS (Stylized)	El Salvador	604599	9/2/1999	140 Book 141	10/10/2001
OmniTRACS (Stylized)	El Salvador	604699	9/2/1999	141 Book 141	10/10/2001
OmniTRACS (Stylized)	European Community	00168161	4/1/1996	00168161	7/13/1998
OmniTRACS (Stylized)	Hong Kong	199706416	5/13/1997	199909087	5/13/1997
OmniTRACS (Stylized)	Hong Kong	199706417	5/13/1997	199910393	5/13/1997
OmniTRACS (Stylized)	Japan	H03-053429	5/27/1991	2620980	2/28/1994

OmniTRACS (Stylized)	Japan	H05-037252	4/14/1993	3228189	11/29/1996
OmniTRACS (Stylized)	Malaysia	97006716	5/24/1997	97006716	6/21/2001
OmniTRACS (Stylized)	Saudi Arabia	38057	3/22/1997	44320	8/2/1998
OmniTRACS (Stylized)	Saudi Arabia	38068	4/3/1997	44321	8/2/1998
OmniTRACS (Stylized)	South Africa	9704199	3/19/1997	9704199	4/3/2000
OmniTRACS (Stylized)	South Africa	9704200	3/19/1997	9704200	4/3/2000
OmniTRACS (Stylized)	United States of America	73/756995	10/11/1988	1539151	5/16/1989
OMNITRACS ONLINE	European Community	00847343	6/10/1998	00847343	10/15/1999
OMNITRACS SATELLITE MOBILE COMMUNICATI ON SYSTEM	Japan	H03-037253	4/14/1993	3228190	11/29/1996
PREDICTING RISK. PREVENTING LOSS.	Canada	1559104	1/10/2012		
PREDICTING RISK. PREVENTING LOSS.	United States of America	85/370495	7/13/2011	4159357	6/12/12
QTRACS	Argentina	2232847	8/4/1999	3139350	1/10/2002
QTRACS	Brazil	816454981	10/17/1991	816454981	4/27/1993
QTRACS	Brazil	816454990	10/17/1991	816454990	8/3/1993
QTRACS	Brazil	816455007	10/15/1991	816455007	8/3/1993
QTRACS	Canada	0853439	8/13/1997	TMA510807	4/14/1999
QTRACS	Colombia	99047569	7/28/1999	238927	3/21/2001
QTRACS	European Community	00532101	5/12/1997	00532101	11/25/1999

QTRACS	India	779218	11/21/1997	779218	11/21/1997
QTRACS	Mexico	304921	8/18/1997	560272	9/30/1997
QTRACS	United States of America	74/259814	3/27/1992	1732760	11/17/1992
SENSORTRACS	Argentina	2862147	9/30/2008	2323805	10/26/2009
SENSORTRACS	Australia	73448	5/14/1997	73448	12/30/1997
SENSORTRACS	Brazil	816454949	10/17/1991	816454949	4/27/1993
SENSORTRACS	Canada	0853437	8/13/1997	TMA511890	5/14/1999
SENSORTRACS	Chile	377464	5/15/1997	506756	3/12/1998
SENSORTRACS	Colombia	99047567	7/28/1999	232288	4/10/2000
SENSORTRACS	European Community	00532135	5/12/1997	00532135	1/29/1999
SENSORTRACS	Guatemala	0396997	5/19/1997	93567	3/16/1999
SENSORTRACS	Mexico	296117	5/26/1997	564575	11/26/1997
SENSORTRACS	Peru	38821	5/14/1997	37722	7/24/1997
SENSORTRACS	Russian Federation	97706713	5/13/1997	168393	10/30/1998
SENSORTRACS	Ukraine	97051477	5/28/1997	18893	3/15/2001
SENSORTRACS	United States of America	74/276803	5/18/1992	1752346	2/16/1993
SENSORTRACS	Venezuela	1113497	5/30/1997	P206637	7/31/1998
SYLECTDASH	Canada	1565244	2/22/2012		
SYLECTDASH	Mexico	1259288	3/20/2012		
SYLECTDASH	United States of America	85/543627	2/15/2012		
SYLECTUS	Canada	1556013	12/13/2011		
SYLECTUS	Mexico	1236984	12/16/2011	1287205	5/23/12
SYLECTUS	United States of America	85/351972	6/21/2011	4101935	2/21/2012
T2	United States of America	78/465906	8/11/2004	3661991	7/28/2009

THE DRIVING CENTER DRIVING EXPERIENCE FOR LIFE & Design (color)	United States of America	77/447532	4/14/2008	3563586	1/20/2009
TRAILERTRAC S	Canada	853440	8/13/1997	TMA507509	2/2/1999

Exhibit B

Copyrights

Full Title	Copyright Number	Date
FLP software, version 2.02.	TX0003106785	1988
Hub switch mode B.	TX0002989882	1988
Hub switch mode B: version 1.01.	TX0002983909	1988
OMNITRACS MCT software.	TX0002987381	1988
RLC PC software.	TX0002989884	1989
RLC PC software.	TX0002989885	1989
RLR software.	TX0002989814	1989
RLR software.	TX0002989815	1989
RLR software.	TX0003132364	1989
Display unit simulation hi-density.	TX0003088813	1989
Display unit simulation lo density : version 1.0.	TX0003124344	1989
FLP software : Euro version 9.0.	TX0002983270	1989
FLP software : version 2.14.	TX0002983269	1989
Artic software : version 1.19.	TX0002983274	1989
Omnitracs MCT software.	TX0002987375	1989
OMNITRACS MCT software.	TX0002987377	1989
QTRACS source code software : version 3.00.	TX0002983263	1989
QTRACS source code software : version 3.05X.	TX0002983264	1989
RLC PC software.	TX0002987382	1990
RLC PC software.	TX0002987384	1990
RLC software.	TX0002987383	1990
RLR software.	TX0002989816	1990
[RLR software.	TX0002989886	1990
[RLR software.	TX0002989887	1990
SLDSTAR--WB.	TXu000472252	1990
Display unit SIM : version 1.0.	TX0002983271	1990
FLP software.	TX0002989820	1990
FLP software, SLDSTAR.	TX0002987391	1990
FLP software : version 2.56.	TX0002983268	1990
IC, ROM, mobile unit software.	TX0002989817	1990
IC, ROM, mobile unit software.	TX0002989819	1990
Intracs source code, version 1.0.	TX0003106784	1990
Artic software : version 1.26.	TX0002983272	1990
Mobile unit software.	TX0002989818	1990

Omnitracs mobile unit software.	TX0002987374	1990
[Omnitracs mobile unit software].	TX0002993610	1990
Omnitracs mobile unit software.	TX0003132365	1990
QTRACS : version 3.11.15.	TX0002983273	1990
NMC software version 2.27.	TX0004776365	1995
RLC software : version 1.43.	TX0004816106	1996
NMC software version 2.28.	TX0004776367	1996
QTracs for Windows : version 2.0.	TX0004732536	1996
RLC software : version 1.44.	TX0004800544	1997
RLC software : version 1.45.	TX0004800545	1997
FLP software version 2.74.	TX0004776370	1997
IMCT and accessory installation guide.	TX0004906366	1997
NMC software version 2.29.	TX0004776372	1997
NMC software version 2.30.	TX0004776371	1997
QTracs for Windows : version 2.02.	TX0004732537	1997
QTracs/Windows.	TX0004712424	1998
QTRACS/Windows OmniTRACS technical reference.	TX0004732292	1998
QTRACS/Windows user's guide.	TX0004808996	1998
RLC software version 1.46.	TX0004776366	1998
QTRACS/Windows system administrator's guide.	TX0004937617	1998
FLP software version 2.75.	TX0004776369	1998
IMCT and accessory diagnostic guide.	TX0004906367	1998
NMC software version 3.0.	TX0004776368	1998
OmniTRACS QMI : installation & configuration guide.	TX0004757372	1998
OmniTRACS QMI : user's guide.	TX0004757371	1998
QMapGen : ver. 1.0	TXu000870811	1998
QTracs for Windows, version 3.2, China 1.	TX0004906359	1998
QTRACS/Windows installation guide.	TX0004807174	1998
Qweb 2.0 customer hosted.	TXu001050715	2002
QWEB 2.0 QC-hosted.	TXu001046041	2002
Sensortracs windows.	TXu001050716	2002
TrailerTRACS message processor / written by George Ligure and Greg Nissley.	TXu001070021	2002
Via web 3.1.	TXu001047589	2002
QMI.	TXu001051546	2002
QTRACS/400.	TXu001047105	2002

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