

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
iGPS Company LLC		08/01/2013	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	iGPS Logistics LLC
<b>Street Address:</b>	255 East Robinson Street, Suite 200
<b>City:</b>	Orlando
<b>State/Country:</b>	FLORIDA
<b>Postal Code:</b>	32801
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	3745128	IGPS
Registration Number:	3737596	IGPS
Serial Number:	85781708	INTELLIGENT PLATFORM
Registration Number:	3928881	ISUM
Registration Number:	4007251	ISUM2
Serial Number:	85950470	SHIP INTELLIGENTLY
Serial Number:	85950485	INTELLIGENT SHIPPING
Serial Number:	85950500	SMARTTAG
Serial Number:	85950510	INTELLIGENT PLATFORM

**CORRESPONDENCE DATA**

Fax Number: 8004947512  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 202-370-4761

OP \$240.00 3745128

Email: tfahey@nationalcorp.com  
Correspondent Name: Thomas Fahey  
Address Line 1: 1025 Vermont Ave. NW, Suite 1130  
Address Line 2: National Corporate Research, Ltd.  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F147153
NAME OF SUBMITTER:	Janet S. Wamsley
Signature:	/Janet S. Wamsley/
Date:	11/08/2013

Total Attachments: 8  
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IP ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS IP ASSIGNMENT AND ASSUMPTION AGREEMENT (this "IP Assignment") is made and entered into on this 1st day of August, 2013, by and between iGPS Logistics LLC, a Delaware limited liability company ("Buyer"), and iGPS Company LLC, a Delaware limited liability company ("Seller"). Seller and Buyer are each referred to herein as a "Party," or collectively, as the "Parties."

WHEREAS, pursuant to that certain Amended Asset Purchase Agreement, dated as of July 29, 2013 (the "Purchase Agreement"), by and between Buyer and Seller, Seller has agreed to sell, assign, transfer, deliver and convey to Buyer and Buyer has agreed to purchase, acquire and accept from Seller various Purchased Assets, including without limitation, the Intellectual Property Rights of Seller, the "iGPS" name, logos and the goodwill associated therewith; and

WHEREAS, the Bankruptcy Court entered its Order (A) Approving the Agreement for the Sale and Purchase of Assets Free and Clear of Liens, Claims, Encumbrances and Interests; (B) Authorizing and Approving the Sale of Assets to iGPS Logistics LLC Free and Clear of Liens, Claims, Encumbrances and Interests; and (C) Granting Related Relief (the "Sale Order") on July 29, 2013, which authorized the sale of the Purchased Assets of Seller to Buyer; and

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and subject to the conditions of the Purchase Agreement, the Parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used herein but otherwise defined in this IP Assignment shall have the meanings ascribed to them in the Purchase Agreement.

2. Assignment. Effective as of the date hereof, Seller hereby irrevocably and unconditionally sells, assigns, transfers, delivers, and conveys to Buyer all of Seller's right, title and interest in and to the Intellectual Property Rights of Seller set forth on Exhibit 1 hereto, the "iGPS" name, logos and goodwill as well as all rights associated therewith including all other corresponding rights that are or may be secured under the laws of the United States, any jurisdiction thereof, any foreign country or any multinational jurisdiction now or hereafter in effect, the same to be held by Buyer for Buyer's own use and enjoyment, and for the use and enjoyment of Buyer's successors and assigns and other legal representatives, together with all rights to income, royalties and license fees deriving from the Intellectual Property Rights of Seller, the "iGPS" name, logos and goodwill, all claims for damages by reason of past, present and future infringements or unauthorized uses of the Intellectual Property Rights of Seller, the "iGPS" name, logos and goodwill and the right to sue for and collect such damages, as permitted under the applicable laws of any jurisdiction or country in which such claims may be asserted for the use and benefit of Buyer and each of Buyer's successors, assigns and other legal representatives.

3. Assistance. Seller and Buyer shall execute and deliver such instruments and take such other actions as may reasonably be required in order to carry out the intent of this IP Assignment and to evidence and effectuate the transactions contemplated herein.

4. Relation to Purchase Agreement. This IP Assignment is expressly made subject to the terms and conditions of the Purchase Agreement. The delivery of this IP Assignment shall not affect, alter, enlarge, diminish or otherwise impair any of the representations, warranties, covenants, conditions, indemnities, terms or provisions of the Purchase Agreement, which shall survive the delivery of this Agreement to the extent, and in the manner, set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

5. General.

5.1 Severability; Amendment. Any provision in this IP Assignment which is illegal, invalid or unenforceable shall be ineffective to the extent of such illegality, invalidity or unenforceability, without affecting in any way the remaining provisions hereof. This IP Assignment may not be amended except by execution and delivery of an instrument in writing signed by officers of Seller and Buyer on behalf of Seller and Buyer respectively.

5.2 Entire Agreement; No Third-Party Beneficiaries. This IP Assignment, including the Exhibits and other documents attached or referred to herein, which form a part hereof, embodies the entire agreement and understanding of the Parties, and supersedes all prior or contemporaneous agreements or understandings (whether written or oral) among the Parties, in respect to the subject matter contained herein. If any conflict exists between the terms of this IP Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern and control. This IP Assignment and the obligations hereunder are not intended to confer any rights or remedies to any third party and are not intended to operate, in anyway, as an agreement for the benefit of any third party.

5.3 Successors and Assigns. This IP Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

5.4 Governing Law. This IP Assignment shall be governed by and construed and enforced in accordance with the Laws of the State of New York, except to the extent that such Laws are superseded by the Bankruptcy Code.


5.5 Counterparts. This IP Assignment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts of this IP Assignment (or applicable signature pages hereof) that are manually signed and delivered by facsimile or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed and delivered as of the date first above written.

**BUYER:**

iGPS LOGISTICS LLC

By:   
Name: Robin S. Nourmand  
Title: Secretary

**SELLER:**

iGPS COMPANY LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[SIGNATURE PAGE TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT]

IN WITNESS WHEREOF, the undersigned have caused this IP Assignment to be executed and delivered as of the date first above written.

**BUYER:**

iGPS LOGISTICS LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SELLER:**

iGPS COMPANY LLC

By: *Sh M. Martin*  
Name: *Shawn Martin*  
Title: *Chief Restructuring officer*

[SIGNATURE PAGE TO IP ASSIGNMENT AND ASSUMPTION AGREEMENT]

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NEWYORK 8933654 (2K)

**TRADEMARK**  
**REEL: 005151 FRAME: 0221**

## EXHIBIT 1

## INTELLECTUAL PROPERTY RIGHTS

*Trademark and Service Mark Applications and Registrations*

<b>Mark</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Goods/Services</b>	<b>Owner</b>
IGPS	SN:77-411467	RN:3,745,128 (02/02/2010)	(Int'l Class: 39) Rental and leasing of pallets and shipping containers, which contain electronic tracking and locating devices for industrial and commercial use; sorting of pallets, which contain the goods of others, by means of electronic tracking and locating devices; warehousing services, namely, storage of pallets and shipping containers for the transport of the goods of others	Igps Company LLC
IGPS	SN:77-411487	RN:3,737,596 (01/12/2010)	(Int'l Class: 20) Non-metal pallets; shipping containers, not of metal, for industrial and commercial use	Igps Company LLC
INTELLIGENT PLATFORM	SN:85-781708	Pending	(Int'l Class: 20) Non-metal shipping pallets with radio frequency identification tracking capabilities	Igps Company LLC
ISUM	SN:77-411459	RN:3,928,881 (03/08/2011)	(Int'l Class: 42) Providing online non-downloadable computer software for use in tracking and locating non-metal pallets and shipping containers for industrial and commercial use; providing online non-downloadable computer software for use in commercial accounting, billing, and inventory management	Igps Company LLC
ISUM2	SN:85-041504	RN:4,007,251 (08/02/2011)	(Int'l Class: 9) Computer software for use in tracking and locating non-metal pallets and shipping containers for industrial and commercial use; computer software for use in commercial accounting, billing, and inventory management	Igps Company LLC
SHIP INTELLIGENTLY	SN: 85-950470	pending	(Int'l Class: 20) Non-metal shipping pallets	Igps Company LLC
INTELLIGENT SHIPPING	SN: 85-950485	pending	(Int'l Class: 20) Non-metal shipping pallets	Igps Company LLC
SMARTTAG	SN: 85-950500	pending	(Int'l Class: 20) Non-metal shipping pallets	Igps Company LLC

INTELLIGENT PLATFORM	SN: 85-950510	pending	(Int'l Class: 20) Non-metal shipping pallets	Igps Company LLC
Canada  IGPS	AN: 1467856	RN: 843742  (02/19/2013)	(Int'l Class: 09, 20, 39) Wares: (1) Computer software for tracking and locating transportation pallets and containers; software for accounting, billing and inventory control; electronic transmitters and receivers for tracking and locating transportation pallets and containers; transportation pallets; shipping containers for industrial and commercial use. Wares: (2) Non-metal pallets; shipping containers, not of metal, for industrial and commercial use. Services: (1) Rental and leasing of pallets and shipping containers, which contain electronic tracking and locating devices for industrial and commercial use; sorting of pallets, which contain the goods of others, by means of electronic tracking and locating devices; warehousing services, namely, storage of pallets and shipping containers for the transport of the goods of others. Services: (2) Rental and leasing of pallets and shipping containers equipped with electronic tracking and locating devices for industrial and commercial use; sorting of pallets, which contain the goods of others, by means of electronic tracking and locating devices; warehousing services, namely, storage of pallets and shipping containers for the transport of the goods of others.	Igps Company LLC
Mexico  IGPS	AN: 1066272	RN: 1195716  (01/07/2011)	(Translation) (Int'l Class: 39) rental and leasing of pallets and transport containers that contain electronic devices and location tracking for industrial and commercial screening services (organization, systematization and classification) platforms (pallets) of cargo, which contain third-party products through electronic devices and location tracking, warehousing services, namely, storage of pallets and shipping containers for the transport of goods from third	Igps Company LLC



			parties.	
<b>Mexico</b> IGPS	AN: 1066275	RN: 1163880 (06/15/2010)	(Translation) (Int'l Class: 20) loading pallets, not of metal; transport containers, not of metal, industrial and commercial use.	Igps Company LLC
<b>Mexico</b> IGPS	AN: 1066279	RN: 1172720 (/08/10/2010)	(Translation) (Int'l Class: 09) computer programs (software) to track and locate pallets and containers, not metal, software for accounting, billing and inventory control, electronic devices to track and locate pallets and containers, not metal.	Igps Company LLC
<b>CTM</b> IGPS	AN: 006726095	RN: 006726095 (01/30/2009)	(Int'l Class: 09) Software for tracking and locating non-metal pallets and containers; software for accounting, billing and inventory control; electronic devices for tracking and locating non-metal pallets and containers. (Int'l Class: 20) Non-metal pallets and containers. (Int'l Class: 39) Transport; packaging and storage of goods; travel arrangement; rental, leasing, recovery, sorting and storage services featuring pallets and containers using electronic tracking and locating devices.	Igps Company LLC
<b>CTM</b> ISUM	AN: 006726053	RN: 006726053 (01/20/2010)	(Int'l Class: 09) Software for accounting, billing and inventory.	Igps Company LLC

*Domain Name Registrations*

<b>Domain Names</b>
igps.biz
igps.net
igps-canada.com
igps-europe.com
igps-latinamerica.com
igps-usa.com
igpsglobal.com
igpslogistics.biz
igpslogistics.com
igpslogistics.net
igpspallets.biz

igpspallets.com
igpspallets.net
igpspooling.biz
igpspooling.com
igpspooling.net

*U.S. Patent Applications*

<b>Application No.</b>	<b>Title</b>	<b>Owner/Assignee</b>
345,108 (US20100108760)	SYSTEM AND METHOD FOR TRACKING DISTRIBUTION OF ITEMS	Igps Company LLC