

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
Pegasus Transtech Corporation		10/22/2013	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Pegasus Transtech, LLC
Street Address:	Corporate Center Four at International Plaza
Internal Address:	4301 West Boy Scout Boulevard
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2319213	TRANSFLO
Registration Number:	4005317	TRANSFLO \$VELOCITY
Registration Number:	2888278	TRANSFLO EXPRESS
Registration Number:	2680371	TRANSFLO EXPRESS
Registration Number:	4313246	TRANSFLO NOW!
Registration Number:	4176526	TRANSFLO WEB

CORRESPONDENCE DATA

Fax Number: 7043533849
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 7043317400
 Email: cindy.owens@klgates.com
 Correspondent Name: Karl S. Sawyer, Jr.
 Address Line 1: 214 North Tryon Street
 Address Line 2: Hearst Tower, 47th Floor

OP \$165.00 2319213

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER: 2814458.00203

NAME OF SUBMITTER: Karl S. Sawyer, Jr.

Signature: /Karl S. Sawyer, Jr./

Date: 12/11/2013

Total Attachments: 6

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (this “**Assignment**”) is made as of this 22nd day of October, 2013 (“**Effective Date**”), by Pegasus Transtech Corporation, a Florida corporation (the “**Assignor**”), having its principal offices at Corporate Center Four at International Plaza, 4301 West Boy Scout Boulevard, Tampa, Florida 33607, to Pegasus Transtech, LLC, a Delaware limited liability company, having its principal offices at Corporate Center Four at International Plaza, 4301 West Boy Scout Boulevard, Tampa, Florida 33607 (the “**Assignee**”).

WHEREAS, pursuant to that certain Contribution Agreement, dated as of October 22, 2013, between Assignor and Assignee (“**Contribution Agreement**”), Assignor contributed, assigned, transferred and conveyed to Assignee, among other things, the intellectual property set forth on Schedule 1, Schedule 2, and Schedule 3 hereto (collectively, the “**Assigned IP**”, and such contribution, assignment, transfer and conveyance, the “**Transfer**”);

WHEREAS, in connection with the Transfer, Assignor and Assignee desire to enter into this Assignment to confirm the assignment and further document the Transfer of the Assigned IP for purposes of recording the assignment of such Assigned IP with the United States Patent and Trademark Office (the “**USPTO**”) and the United States Copyright Office, as applicable.

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

1. Assignment. Assignor, effective as of the Effective Date, hereby irrevocably assigns, conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor’s rights, title and interests in and to the Assigned IP.
2. Authorization. Assignor hereby authorizes and requests the USPTO to record “Pegasus Transtech, LLC” as the assignee and owner of all rights, title and interest in and to the Assigned IP set forth on Schedule 1 and Schedule 2 hereto. In addition, Assignor hereby authorizes and requests the United States Copyright Office to record “Pegasus Transtech, LLC” as the assignee and owner of all rights, title and interest in and to the Assigned IP set forth on Schedule 3 hereto.
3. Further Assurances. This Agreement concerns and shall include the Assigned IP (including any/all future issued, registered and/or pending intellectual property that directly and/or indirectly claims priority to any of the Assigned IP). Assignor hereby covenants and agrees to execute and deliver any and all papers and do all lawful acts that may be reasonably necessary to prosecute,

correct, perfect and/or record Assignee's title to the Assigned IP, including but not limited to Assignor executing and delivering any and all papers and doing all lawful acts that may be reasonably necessary to prosecute, correct, perfect and/or record Assignee's title in the above-described future issued, registered and/or pending intellectual property that directly or indirectly claims priority to any of the Assigned IP.

4. No Secondary Effects. The parties hereto agree that the purpose of this Assignment is to confirm the Assignment and further document the Transfer of the Assigned IP contemplated by the Contribution Agreement for purposes of recording such Assignment with the USPTO and the United States Copyright Office, as applicable. Nothing herein shall limit, expand upon or supersede, in any way, the agreement to transfer Assignor's Intellectual Property as set forth in the Contribution Agreement.
5. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.
6. Successors and Assigns. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized officers to execute this Assignment effective as of the date first above written.

Assignee:

PEGASUS TRANSTECH, LLC

By: 

Name: Frank Adelman

Title: Chief Executive Officer

Assignor:

PEGASUS TRANSTECH CORPORATION

By: 

Name: Frank Adelman

Title: Chief Executive Officer

[SIGNATURE PAGE TO THE INTELLECTUAL PROPERTY ASSIGNMENT]

SCHEDULE 1

Patent	Issued Patent No.	Registration Date
SYSTEM AND METHOD FOR COMMUNICATING DOCUMENTS VIA A DISTRIBUTED COMPUTER SYSTEM	6460069	October 1, 2002

SCHEDULE 2

Trademark	Registration Number	Registration Date
TRANSFLO	2319213	February 15, 2000
TRANSFLO \$VELOCITY	4005317	August 2, 2011
TRANSFLO EXPRESS & Design	2888278	September 28, 2004
TRANSFLO EXPRESS	2680371	January 28, 2003
TRANSFLO NOW!	4313246	April 2, 2013
TRANSFLO WEB	4176526	July 17, 2012

SCHEDULE 3

Copyright	Registration Number	Publication Date	Registration Date
TRANSFLO NOW! 1.0 SOFTWARE	TX7372160	January 9, 2007	December 9, 2010
TRANSFLO NOW! 2.0 SOFTWARE	TX7412346	July 24, 2010	December 3, 2010
VELOCITY 1.0 SOFTWARE	TX7372163	February 3, 2010	December 9, 2010
VELOCITY 2.0 SOFTWARE	TX7386115	July 24, 2010	December 9, 2010
Gateway cities ITS solution complement.	TXu1299786	Unpublished	May 10, 2006