

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
Premier Geospatial, Inc.		01/15/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Quantum Spatial, Inc.		
Street Address:	4020 Technology Parkway		
City:	Sheboygan		
State/Country:	WISCONSIN		
Postal Code:	53083		
Entity Type:	CORPORATION: WISCONSIN		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2779028	PIXXURES	
Registration Number:	2994096	LINEWORKS	
Serial Number:	85563298	PREMIERGE0	
CORRESPONDENCE DATA			
Fax Number:	7145135130		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	714-424-8215		
Email:	uspto-tm-oc@sheppardmullin.com		
Correspondent Name:	Carlo Van den Bosch c/o Sheppard Mullin		
Address Line 1:	650 Town Center Drive		
Address Line 2:	Fourth Floor		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	36BR-192751		
NAME OF SUBMITTER:	Carlo F. Van den Bosch		

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Signature:	/cfv/
Date:	01/22/2014
Total Attachments: 5 source=TM Assignment (executed)#page1.tif source=TM Assignment (executed)#page2.tif source=TM Assignment (executed)#page3.tif source=TM Assignment (executed)#page4.tif source=TM Assignment (executed)#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made and entered into as of January 15, 2014, by and between Premier Geospatial, Inc., a Delaware corporation ("Assignor"), and Quantum Spatial, Inc., a Wisconsin corporation (together with its successors and assigns, "Assignee"), pursuant to an Asset Purchase Agreement, dated as of January 15, 2014 (the "Asset Purchase Agreement").

WHEREAS, under the terms of the Asset Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, among other assets, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Asset Purchase Agreement, the payment of the consideration stipulated in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
 - (a) the trademark registrations and trademark applications set forth on Schedule 1 hereto and all issuances, extensions and renewals thereof;
 - (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - (c) any and all royalties, fees, income, payments and other proceeds hereafter due with respect to any and all of the foregoing; and
 - (d) any and all claims and causes of action, with respect to any of the foregoing, accruing on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
2. Recordation and Further Actions. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof,

including the execution of any documents, files, registrations, or other similar items, to assist in the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Terms of the Asset Purchase Agreement. The terms of the Asset Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Successors and Assigns. Except as otherwise provided in this Trademark Assignment, the rights and obligations of the parties hereunder will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and representatives.

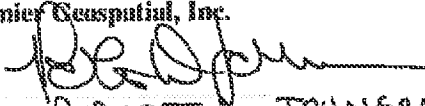
5. Governing Law. This Trademark Assignment will be governed by and construed in accordance with the laws of the State of New York, without giving effect to that body of laws pertaining to conflict of laws.

6. Counterparts. This Trademark Assignment may be executed and delivered in counterpart signature pages executed and delivered via facsimile transmission or via email with scan or email attachment, and any such counterpart executed and delivered via facsimile transmission or via email with scan or email attachment will be deemed an original for all intents and purposes. All signatures will be deemed to be delivered simultaneously.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Premier Geospatial, Inc.

By: 
Name: ROBERT D. JOHNSON
Title: PRESIDENT

AGREED TO AND ACCEPTED:

Quantum Spatial, Inc.,

By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

Premier Geospatial, Inc.

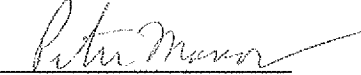
By: _____

Name:

Title:

AGREED TO AND ACCEPTED:

Quantum Spatial, Inc.

By: 

Name: Peter Manos

Title: Executive Vice President

Schedule 1

ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Reg. Owner	Registration/Serial Number	Registration Date
PIXXURES	Premier Geospatial, Inc.	2779028	11/04/2003
LINEWORKS	Premier Geospatial, Inc.	2994096	09/13/2005
PREMIERGEO	Premier Geospatial, Inc.	SN 85563298	NA