

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
Numerex Corp.		02/21/2014	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Uplink Security, LLC		
Street Address:	3330 Cumberland Blvd, SE		
Internal Address:	Suite 700		
City:	Atlanta		
State/Country:	GEORGIA		
Postal Code:	30339		
Entity Type:	LIMITED LIABILITY COMPANY: GEORGIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86187670	UPLINK REMOTE	
Serial Number:	86190829	UPLINK	
CORRESPONDENCE DATA			
Fax Number:	4042520970		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4042520900		
Email:	jeff@sladlaw.com		
Correspondent Name:	Jeffrey B. Sladkus, Esq.		
Address Line 1:	1827 Powers Ferry Road		
Address Line 2:	Building 6, Suite 200		
Address Line 4:	Atlanta, GEORGIA 30339		
NAME OF SUBMITTER:	Jeffrey B. Sladkus		
Signature:	/Jeffrey B. Sladkus/		

OP \$65.00 86187670

Date:

02/26/2014

Total Attachments: 3

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), effective as of February 21, 2014 (the Effective Date") is made between Numerex Corp., a Pennsylvania corporation ("Assignor"), and Uplink Security, LLC, a Georgia limited liability company with a domicile at 3330 Cumberland Blvd. SE, Suite 700, Atlanta, GA 30339 ("Assignee").

WHEREAS, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) any and all trademark, and intellectual property rights, including rights of priority, and the trademark registrations for the marks/names identified on Exhibit A, attached hereto ("the Marks"); and (ii) any and all goodwill of the business associated with the Marks; and

WHEREAS, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.
2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
3. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

EXHIBIT A

<u>MARK</u>	<u>REGISTRATION / SERIAL NO.</u>
1. UPLINK REMOTE	U.S. Serial No. 86/187,670
2. UPLINK	U.S. Serial No. 86/190,829
3. UPLINK REMOTE	Canada Application No. 1,663,297
4. UPLINK	Canada Application No. 1,663,675