

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM326161

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mintec, Inc.		07/01/2014	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Leica Geosystems AG		
Street Address:	Heinrich Wild Strasse CH-9435 Heerbrugg		
City:	St. Gallen		
State/Country:	SWITZERLAND		
Entity Type:	Aktiengesellschaft: SWITZERLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3916408	MINESIGHT	
Registration Number:	4248746	MINESIGHT E 2 E END TO END SOFTWARE SOLU	
Registration Number:	4341857	MINEQUEST	
Registration Number:	4341862		
Registration Number:	4494536	MINESIGHT EXPERIENCE LEADERSHIP RESULTS	
CORRESPONDENCE DATA			
Fax Number:	7039917071		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	7037408322		
Email:	trademark@maierandmaier.com		
Correspondent Name:	Christopher J. Maier		
Address Line 1:	345 South Patrick Street		
Address Line 4:	Alexandria, VIRGINIA 22314		
ATTORNEY DOCKET NUMBER:	0580001TM		
NAME OF SUBMITTER:	Christopher J. Maier		
SIGNATURE:	/Christopher J. Maier/		
DATE SIGNED:	12/15/2014		
Total Attachments: 9			
source=20141212114430075_Redacted#page1.tif			
source=20141212114430075_Redacted#page2.tif			

OP \$140.00 3916408

source=20141212114430075_Redacted#page3.tif
source=20141212114430075_Redacted#page4.tif
source=20141212114430075_Redacted#page5.tif
source=20141212114430075_Redacted#page6.tif
source=20141212114430075_Redacted#page7.tif
source=20141212114430075_Redacted#page8.tif
source=20141212114430075_Redacted#page9.tif

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is entered into effective as of July 1, 2014, by and between Mintec, Inc., an Arizona corporation ("Assignor") and Leica Geosystems AG, a Swiss corporation ("Assignee").

RECITALS

WHEREAS, this Agreement is being executed and delivered pursuant to that certain Asset Purchase Agreement by and between The Stockholders of Mintec, Inc., A. Frederick Banfield, Susan F. Wick, Mintec, Inc. and Leica Geosystems AG dated [July 1, 2014] (the "Asset Purchase Agreement");

WHEREAS, all initially capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to such terms in the Asset Purchase Agreement;

WHEREAS, for purposes of this Agreement, "Assignor" shall include Mintec, Inc., and all of its Subsidiaries;

WHEREAS, Assignor is the owner of the Company Intellectual Property (as defined in the Asset Purchase Agreement) and Assignor is desirous of transferring all of such right, title and interest in the Company Intellectual Property to Assignee in accordance with the terms and conditions set forth in this Agreement and the Asset Purchase Agreement; and

WHEREAS, Assignee is desirous of obtaining all right, title and interest to the Company Intellectual Property from Assignor, in accordance with the terms and conditions set forth in this Agreement and the Asset Purchase Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee any and all of its right, title and interest in, to and under the Company Intellectual Property including, without limitation, that certain Company Intellectual Property described in Exhibit A attached hereto, together with any and all goodwill associated therewith, common law rights, and any right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements for the sole use and benefit of Assignee, its successors, assigns and legal representatives, free and clear of all Encumbrances, with such assignment to further include all of the Assignor's rights to (a) sue for infringement with respect to the Company Intellectual Property, whether arising prior to or subsequent to the date of this Agreement, and (b) any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States or in any other jurisdiction, the same to be held and enjoyed by the Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Agreement not been made. Company Intellectual Property assigned hereby also includes any intellectual property assigned to Assignor

pursuant to that certain Quitclaim Assignment Agreement dated [June 30, 2014] between the Assignor and MineSight Applications, L.L.C.

2. The Assignor agrees that at any time and from time to time, upon the written request of the Assignee, and without further remuneration, the Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further actions as the Assignee may reasonably request in order to obtain the full benefit of this Agreement and of the rights and powers granted hereby.

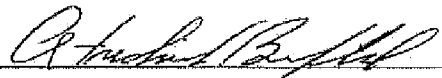
3. This Agreement may be executed in one or more counterparts, and each signatory hereto may sign on a separate counterpart, each of which shall be deemed an original and all of which, when taken together, shall constitute one instrument. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one document. Facsimile signature pages will be acceptable and shall be conclusive evidence of execution.

4. This Agreement is expressly made subject to the Asset Purchase Agreement, and any conflict between the terms of this Agreement and the terms of the Asset Purchase Agreement shall be construed in favor of the Asset Purchase Agreement.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MINTEC, INC.

By: 
Name: _____
Its: _____

LEICA GEOSYSTEMS AG

By: _____
Name: _____
Its: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

MINTEC, INC.

By: _____
Name: _____
Its: _____

LEICA GEOSYSTEMS AG

By: Colin C. Webb
Name: COLIN A. WEBB
Its: ATTORNEY

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

**Exhibit A
Company Intellectual Property**

Registered Trademarks and Trademark Applications

Country	File Date	Status	Application Serial No.	Application Date	Registration No.	Registration Date	Intl Classes	Mid-Term Filing Dates & Doc	Expiry / Renewal Dates	Original Registration Date	Current/Old Registration No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	-	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	-	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	-	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	-	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	-	-
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	-	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Country	File Date	Status	Application Serial No.	Application Date	Registration No.	Registration Date	Intl Classes	Mid-Term Filing Dates & Doc	Expiry/Renewal Dates	Original Registration Date	Current/Original Registration No.
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
United States MineSight	4/19/2010	Completed	85017743	4/19/2010	3916408	2/8/2011	9, 35, 41, 42	[REDACTED]	2/8/2021	1/1/1994	74/481917
United States E2E	10/6/2011	Completed	85441355	10/6/2011	4248746	11/27/2012	35, 41, 42	[REDACTED]	11/27/2022	11/27/2012	4248746
United States MineQuest	9/18/2012	Completed	85732263 and 85732117	9/18/2012	4341857 4341862	5/28/2013	35, 41, 42	[REDACTED]	5/28/2023	5/28/2013	4341857 (word) 4341862 (logo)
United States Leadership Logo	7/17/2013	Completed	86012865	7/17/2013	4494536	3/11/2014	9, 35, 41, 42	[REDACTED]	3/11/2024	3/11/2014	4494536

