

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900315512		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeoTMS Municipal Solutions, Inc.		02/11/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Accela, Inc.		
Street Address:	2633 Camino Ramon, Suite 500		
City:	San Ramon		
State/Country:	CALIFORNIA		
Postal Code:	94583		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2112082	GEOTMS	
CORRESPONDENCE DATA			
Fax Number:	7147558290		
<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:	714-540-1235		
Email:	ipdocket@lw.com		
Correspondent Name:	Latham & Watkins LLP		
Address Line 1:	650 Town Center Drive, Suite 2000		
Address Line 4:	Costa Mesa, CALIFORNIA 92626		
ATTORNEY DOCKET NUMBER:	053842-0000		
NAME OF SUBMITTER:	Anna T Kwan		
SIGNATURE:	/atk/		
DATE SIGNED:	02/25/2015		
Total Attachments: 3			
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source=Trademark Assignment (GeoTMS) (4)#page3.tif			

TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of February 11, 2015, by and between GeoTMS Municipal Solutions, Inc., a corporation organized and existing under the law of the State of Delaware, United States and having its principal place of business at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 (“Assignor”) and Accela, Inc., a corporation organized and existing under the law of the State of California, United States and having its principal place of business at 2633 Camino Ramon, Suite 500, San Ramon, CA 94583 (“Assignee”).

WHEREAS, Assignor has adopted, and is, to the best of its knowledge and belief, the owner of the trademark and trademark registration identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the “Trademark”);

WHEREAS, Assignor has acquired goodwill in the portion of the business associated with and symbolized by the Trademark and has not abandoned same;

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Trademark owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Trademark; together with the portion of the business and goodwill symbolized by said Trademark.

Assignor agrees to execute and deliver to Assignee such other documents and instruments as may be required to effectuate the purposes hereof, including but not limited to any documents required by the Trademark Office.

This Trademark Assignment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

ASSIGNOR

GeoTMS Municipal Solutions, Inc.

By: [Signature]

Its: Secretary

Dated: February 11, 2015

ASSIGNEE

Accela, Inc.

By: [Signature]

Its: ASST. CORP. SECRETARY

Dated: February 11, 2015

[Trademark Assignment]

Schedule A

Country	Mark	Registration No.	Registration Date
United States	GEOTMS	2112082	11/11/1997