

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM338425

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Geosyntec Consultants, Inc.		12/04/2014	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	OptiRTC Holdings, LLC		
Street Address:	1330 Beacon Street, Suite 317		
City:	Brookline		
State/Country:	MASSACHUSETTS		
Postal Code:	02446		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4429583	OPTIRTC	
CORRESPONDENCE DATA			
Fax Number:	6175231231		
<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:	6175701000		
Email:	rthomas@goodwinprocter.com		
Correspondent Name:	Ryan E. Thomas		
Address Line 1:	Goodwin Procter LLP		
Address Line 2:	Exchange Place, 53 State Street		
Address Line 4:	Boston, MASSACHUSETTS 02109-2881		
ATTORNEY DOCKET NUMBER:	132114/239021		
NAME OF SUBMITTER:	Ryan E. Thomas		
SIGNATURE:	/RET/		
DATE SIGNED:	04/16/2015		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made effective this 4th day of December, 2014, by and between Geosyntec Consultants, Inc., a corporation organized and existing under the laws of Florida, and having a usual place of business at 900 Broken Sound Parkway NW, Suite 200, Boca Raton, Florida 33487 ("Assignor") and OptiRTC Holdings, LLC, a limited liability company organized and existing under the laws of Delaware, and having a usual place of business at 1330 Beacon Street, Suite 317, Brookline, Massachusetts 02446 ("Assignee").

WHEREAS, Assignor holds all right, title and interest in and to the "OPTIRTC" mark, federal registration number 4,429,583 (the "Mark");

WHEREAS, Assignor and Assignee are parties to that certain Contribution and Exchange Agreement, dated as of the date hereof (the "Contribution Agreement"), pursuant to which Assignor contributed, assigned, transferred, conveyed and/or delivered to Assignee certain of the assets of Assignor, including the Mark and the goodwill of the business symbolized thereby, and, immediately thereafter, Assignee contributed, assigned, transferred, conveyed and/or delivered to OptiRTC, Inc., a corporation organized and existing under the laws of Delaware, substantially all the assets of Assignee, including the Mark and the goodwill of the business symbolized thereby;

WHEREAS, Assignor now wishes to assign the Mark to Assignee, and Assignee is desirous of acquiring the Mark from Assignor, together with the goodwill of the business symbolized thereby;

WHEREAS, Assignor is conveying the Mark to Assignee as part of the transfer of all or substantially all of the assets relating to the conduct, operation and administration of the OptiRTC Business (as defined in the Contribution Agreement); and

WHEREAS, the Contribution Agreement provides that this Assignment will be executed and delivered contemporaneously therewith, and the execution and delivery of the Contribution Agreement is a condition to Closing under that certain Series B Preferred Unit Purchase Agreement, dated as of the date hereof.

NOW, THEREFORE, in consideration of the premises set forth above and in the Contribution Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

Assignor does hereby sell, assign, convey and transfer unto Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest in and throughout the world in and to the Mark (including any common law rights that may exist and are associated therewith), together with the goodwill of the business symbolized thereby and appurtenant thereto, the same to be held and enjoyed by Assignee, its successors, permitted assigns or legal representatives, together with income, royalties, damages or payments due on or after the date hereof, including, without limitation, all claims for damages or payments by reason of infringement or unauthorized use of the Mark, along with the right to sue for past infringements and collect same for Assignee's sole use and enjoyment.

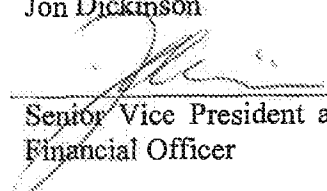
Assignor does hereby authorize the Director of the United States Patent & Trademark Office, and the empowered official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Mark and title thereto as the property of Assignee, its successors, assigns or legal representatives in accordance with the terms of this instrument.

Assignee and Assignor also agree that multiple copies of this Assignment may be executed, each of which shall be deemed an original, and each of which shall be valid and binding upon Assignee and Assignor.

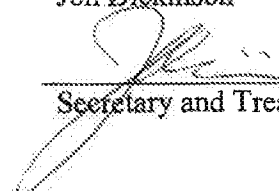
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as a sealed instrument by their duly authorized representatives as of the date first written above.

ASSIGNOR: Geosyntec Consultants, Inc.
Name: Jon Dickinson

Signature: 
Title: Senior Vice President and Chief
Financial Officer

ASSIGNEE: OptiRTC Holdings, LLC
Name: Jon Dickinson

Signature: 
Title: Secretary and Treasurer

Signature page to Trademark Assignment