

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339286

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
U.S. Computing, Inc.		04/24/2015	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Seon Design (USA) Corp.		
<b>Street Address:</b>	Unit 111-3B Burbidge Street		
<b>City:</b>	Coquitlam, British Columbia		
<b>State/Country:</b>	CANADA		
<b>Postal Code:</b>	V3K7B2		
<b>Entity Type:</b>	CORPORATION: WASHINGTON		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4562846	COMPASS LOGISTICS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>			
<b>Phone:</b>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Amir Ghavi c/o Willkie Farr & Gallagher		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122577.00009 AG		
<b>NAME OF SUBMITTER:</b>	Amir Ghavi		
<b>SIGNATURE:</b>	/amirghavi/		
<b>DATE SIGNED:</b>	04/24/2015		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Trademark Assignment") is effective as of April 24, 2015, and is between U.S. Computing, Inc., a South Carolina corporation ("Assignor"), and Seon Design (USA) Corp., a Washington corporation ("Assignee").

WHEREAS, the Assignor is the record owner of the registered trademark set forth on Schedule A hereto, together with the goodwill of the business associated therewith (the "Mark"); and

WHEREAS, pursuant to the terms of that certain Purchase and Sale Agreement dated as of April 24, 2015, by and among the Assignor and certain other parties thereto (the "Purchase Agreement"), the Assignor has agreed to transfer all of its right, title and interest in and to the Mark to the Assignee and the Assignee desires to acquire Assignor's rights in the Mark.

NOW, THEREFORE, for good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver to the Assignee, its successors and assigns all of Assignor's right, title and interest, in and to the Mark, and all of the goodwill of the business associated with the Mark, and all registrations and pending applications for the Mark, any renewals of the registrations, in all countries throughout the world, for the Assignee's own use and enjoyment, and for the use and enjoyment of the Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment had not been made, together with all causes of action for any and all previously occurring infringements of the rights being assigned and the right to receive and retain the proceeds relating to those infringements.

2. The Assignor hereby requests the Commissioner for Trademarks at the United States Patent and Trademark Office (the "Commissioner"), as well as his or her counterparts at the corresponding entities or agencies in any country or jurisdiction that may exercise authority over the Mark, to record this Trademark Assignment. The Assignor hereby further requests the Commissioner and his or her non-US counterparts to issue any and all trademark registrations resulting from applications to register the Mark or derived therefrom to the Assignee as assignee of the entire interest therein.

3. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement.

4. All of the representations, warranties, covenants and agreements contained in the Purchase Agreement with respect to the Intellectual Property being sold, assigned, transferred, conveyed and delivered hereby shall survive the delivery of this Trademark Assignment.

5. This Trademark Assignment is in all respects subject to the provisions of the Purchase Agreement and is not intended in any way to supersede, limit, qualify or expand any provision of the Purchase Agreement. In the event of conflict between the provisions of this

Trademark Assignment and the provisions of the Purchase Agreement, the provisions of the Purchase Agreement shall govern, supersede and prevail.

6. The Assignor will execute further papers (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney or other documentation) and do such other acts as may be necessary or reasonably requested by the Assignee (i) to vest full title in and to the Mark in the Assignee or (ii) to obtain, renew, issue, enforce, or defend the Mark; provided that the Assignee shall reimburse reasonable expenses incurred by the Assignor in connection with the activities requested by Assignee set forth in (ii) above. Assignor hereby authorizes Assignee, and does hereby make, constitute and appoint Assignee, and its officers, agents, successors and assigns with full power of substitution as the Assignor's true and lawful attorney-in-fact, with power, in Assignee's own name or the name of Assignor, to execute any such further papers and otherwise file or submit any papers, or prosecute any applications, with the intellectual property offices in any country or jurisdiction with respect to the Mark.

7. This Trademark Assignment may be executed in any number of counterparts (including by means of facsimile and electronically transmitted portable document format (pdf) signature pages), each of which shall be an original but all of which together shall constitute one and the same instrument.

8. No amendment of any provision of this Trademark Assignment shall be valid unless the same shall be in writing and signed by the Assignor and the Assignee. No waiver by any party of any provision of this Trademark Assignment or any default or breach of covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the party against whom the waiver is to be effective nor shall such waiver be deemed to extend to any prior or subsequent default or breach of covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

9. This Trademark Assignment shall be governed by, construed and interpreted in accordance with the internal laws of the State of Delaware, without giving effect to its provisions concerning choice or conflicts of laws that would cause the laws of another jurisdiction to govern.

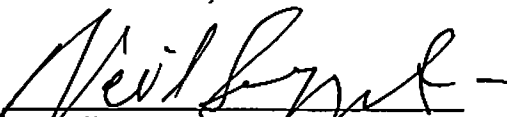
10. This Trademark Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

\* \* \*

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Trademark Assignment Agreement to be executed as of the date first set forth above.

ASSIGNOR:

U.S. COMPUTING, INC.

By:   
Name: Neil Sengupta  
Title: Chief Executive Officer

ASSIGNEE:

SEON DESIGN (USA) CORP.

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Trademark Assignment]*

TRADEMARK  
REEL: 005503 FRAME: 0637

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ASSIGNOR:

**U.S. COMPUTING, INC.**

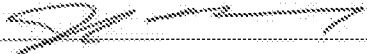
By: .....

Name: Neil Sengupta

Title: Chief Executive Officer

ASSIGNEE:

**SEON DESIGN (USA) CORP.**

By:  .....

Name: John Kemp

Title: CEO

**Schedule A**

**Registered Trademark**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Owner</b>
COMPASS LOGISTICS	4,562,846	July 8, 2015	U.S. Computing, Inc.