

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM339814

<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>
Signal Extraprise Corporation		04/27/2015	CORPORATION: PENNSYLVANIA
Tire and Dealer Systems and Services Corporation d/b/a Tasco		04/27/2015	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARI Network Services, Inc.		
<b>Street Address:</b>	10850 WEST PARK PLACE SUITE 1200		
<b>City:</b>	Milwaukee		
<b>State/Country:</b>	WISCONSIN		
<b>Postal Code:</b>	53224-3635		
<b>Entity Type:</b>	CORPORATION: WISCONSIN		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3050342	TIRE WORKS	
<b>Registration Number:</b>	3760939	TIRETRADER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4142735198		
<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>	414-273-3500		
<b>Email:</b>	sdelsman@gklaw.com		
<b>Correspondent Name:</b>	Shane Delsman; Godfrey & Kahn, S.C.		
<b>Address Line 1:</b>	780 N. Water Street		
<b>Address Line 4:</b>	Milwaukee, WISCONSIN 53202		
<b>ATTORNEY DOCKET NUMBER:</b>	000500-1023		
<b>NAME OF SUBMITTER:</b>	Shane Delsman		
<b>SIGNATURE:</b>	/Shane Delsman/		
<b>DATE SIGNED:</b>	04/29/2015		
<b>Total Attachments: 5</b>			

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made by and among SIGNAL EXTRAPRISE CORPORATION, a Pennsylvania corporation ("Signal"), TIRE AND DEALER SYSTEMS AND SERVICES CORPORATION (d/b/a TASCOS), a Delaware corporation ("TASCOS"), and together with Signal, collectively, "Assignor"), and ARI NETWORK SERVICES, INC., a Wisconsin corporation ("Assignee"), made and effective as of April 27, 2015.

### WITNESSETH:

WHEREAS, Assignor owns all right, title and interest in the trademarks, trademark registrations and trademark registration applications listed on Exhibit A, attached hereto, and any related common law rights, including the goodwill symbolized by, and associated with, the trademarks (collectively, the "Trademarks");

WHEREAS, Assignee, having its principal place of business at 10850 West Park Place, Suite 1200, Milwaukee, Wisconsin, is acquiring substantially all of the assets of Assignor, including the Trademarks, pursuant to that certain Asset Purchase Agreement of even date herewith by and among Assignee, Assignor and Aidan J. McKenna (the "Purchase Agreement"); and

WHEREAS, in connection with the Purchase Agreement, Assignee shall acquire all of Assignor's right, title and interest in, to and under the Trademarks worldwide and any applications and registrations therefor, and the goodwill of the business in connection with which the Trademarks are used and which is symbolized by and associated with the Trademarks, and the right to enforce the Trademarks against and recover damages and profits from past as well as current or future infringers to the full extent of applicable law.

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

1. Assignor hereby irrevocably sells, transfers and assigns to Assignee all of Assignor's right, title and interest in, to and under the Trademarks worldwide and any applications and registrations therefor, including all common law and statutory rights therein, and any and all federal, state and/or other applications and registrations, in, to and under the Trademarks, together with all of the goodwill of the business in connection with which the Trademarks are used and which is symbolized by and associated with the Trademarks throughout the world, all renewals thereof, and all rights of action, powers and benefits accrued thereto, including the right to sue for and collect damages and profits for past as well as current or future infringements thereof to the full extent of applicable law.

2. Assignor agrees that it will execute, without any further consideration, such other documents as may be reasonably requested by Assignee in the future in order to perfect, preserve and protect Assignee's title and ownership of the Trademarks.

3. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. This Assignment may be executed in facsimile copy or by other electronic means (including signatures provided by the online electronic signature program EchoSign) with the same binding effect as the original.

4. The sale, transfer and assignment of the Trademarks made hereunder are made in accordance with and subject to the Purchase Agreement. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern, supersede and prevail. Notwithstanding anything to the contrary in this Assignment, nothing herein is intended to, nor shall it, extend, amplify or otherwise alter the representations, warranties, covenants and obligations of the parties contained in the Purchase Agreement.


5. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Assignment.

*[Signatures on following page.]*

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

**ASSIGNEE:**

ARINetwork SERVICES, INC.

By:   
William A. Nurthen,  
Vice President, Chief Financial Officer and  
Secretary

**ASSIGNOR:**

**SIGNAL:**

SIGNAL EXTRAPRISE CORPORATION

By: \_\_\_\_\_  
Aidan J. McKenna, Chief Executive Officer

**TASCO:**

TIRE AND DEALER SYSTEMS AND SERVICES  
CORPORATION (D/B/A TASCO)

By: \_\_\_\_\_  
Aidan J. McKenna, Chief Executive Officer

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

**ASSIGNEE:**

ARI NETWORK SERVICES, INC.

By: \_\_\_\_\_

William A. Nurthen,  
Vice President, Chief Financial Officer and  
Secretary

**ASSIGNOR:**

**SIGNAL:**

SIGNAL EXTRAPRISE CORPORATION

By:  \_\_\_\_\_

Aidan J. McKenna, Chief Executive Officer

**TASCO:**

TIRE AND DEALER SYSTEMS AND SERVICES  
CORPORATION (D/B/A TASCO)

By:  \_\_\_\_\_

Aidan J. McKenna, Chief Executive Officer

**EXHIBIT A**

**Trademarks**

<b>Mark</b>	<b>Serial Number (Registration Number)</b>	<b>Filing Date (Registration Date)</b>
TIRE WORKS	78/547,263 (3,050,342)	January 13, 2005 (January 24, 2006)
TIRETRADER	77/794,063 (3,760,939)	July 31, 2009 (March 16, 2010)
TIRETRACKER		
TIREDATACENTRAL		
TIREWORKS		