

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM344841

<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>
VoiceDataWare Inc. d/b/a AVIDwireless		02/01/2013	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Numerex Corp.		
<b>Street Address:</b>	3330 Cumberland Blvd SE		
<b>Internal Address:</b>	Suite 700		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30339		
<b>Entity Type:</b>	CORPORATION: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3608360	AVIDDIRECTOR	
<b>Registration Number:</b>	4378893	AVIDWIRELESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4042520970		
<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>	4042520900		
<b>Email:</b>	mandy@sladlaw.com		
<b>Correspondent Name:</b>	Jeffrey B. Sladkus, Esq.		
<b>Address Line 1:</b>	1827 Powers Ferry Road		
<b>Address Line 2:</b>	Building 6, Suite 200		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30339		
<b>NAME OF SUBMITTER:</b>	Jeffrey B. Sladkus		
<b>SIGNATURE:</b>	/Jeffrey B. Sladkus/		
<b>DATE SIGNED:</b>	06/16/2015		
<b>Total Attachments: 3</b>			
source=AVIDDIRECTOR TM Assignment - Signed by VoiceDataWare-signed#page1.tif			
source=AVIDDIRECTOR TM Assignment - Signed by VoiceDataWare-signed#page2.tif			

OP \$65.00 3608360



## TRADEMARK ASSIGNMENT

*THIS TRADEMARK ASSIGNMENT* (this "Assignment"), effective as of February 1, 2013 (the "Effective Date") is made between **VoiceDataWare Inc. d/b/a AVIDwireless**, a Texas corporation with a principal business address of 2129 Martin Dr #200, Bedford, TX 76021 ("Assignor"), and **Numerex Corp.**, a Pennsylvania corporation with a principal business address of 3330 Cumberland Blvd SE., Suite 700, Atlanta, GA 30339 ("Assignee").

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all worldwide right, title and interest in and to: (i) any and all trademark, and intellectual property rights, including rights of priority, and the trademark registration for the marks/names identified on Schedule A attached hereto ("the Marks"); and (ii) any and all goodwill of the business associated with the Marks; and

*WHEREAS*, Assignee desires to acquire the Marks and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this Assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Marks and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Marks, including any and all registrations and applications for registration thereof, together with: (i) the goodwill symbolized by the Marks; (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (iii) any royalties or other consideration owed in connection with use of the Marks prior to and after the Effective Date.
2. Assignor also assigns all of its right, title and interest in and to the Marks in all foreign countries, and all applications for registration of said Marks in foreign countries and any registration(s) that have evolved or may evolve therefrom, including the right to claim International Convention priority.
3. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.
4. Subject to the terms hereof, Assignee accepts such assignment of the Marks and goodwill.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR:

VoiceDataWare Inc. d/b/a AVIDwireless

Signed: Rudney C. Montrose

Name: Rudney C. Montrose

Title: President

ASSIGNEE:

Numerex Corp.

Signed: Eugene H. Hyun

Name: Eugene Hyun

Title: VP, Legal Affairs

SCHEDULE A

MARK	U.S. REG. NO.	REG. DATE	STATUS
AVIDdirector	3608360	April 21, 2009	REGISTERED
AVIDwireless	4378893	August 6, 2013	REGISTERED