

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM347483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duncan Parking Technologies, Inc.		06/08/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Duncan Solutions, Inc.		
Street Address:	633 West Wisconsin Avenue		
Internal Address:	Suite 1600		
City:	Milwaukee		
State/Country:	WISCONSIN		
Postal Code:	53203		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0966013	DUNCAN	
CORRESPONDENCE DATA			
Fax Number:	3128278185		
<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>			
Email:	chicago.trademarks@klgates.com, alexis.douglas@klgates.com		
Correspondent Name:	Alexis C. Douglas c/o K&L Gates LLP		
Address Line 1:	P.O. Box 1135		
Address Line 4:	Chicago, ILLINOIS 60690-1135		
NAME OF SUBMITTER:	Alexis Crawford Douglas		
SIGNATURE:	/acd/		
DATE SIGNED:	07/09/2015		
Total Attachments: 4			
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Assignment of Trademarks

Date 2015

Parties

1. **Duncan Parking Technologies, Inc.**, a Delaware Corporation having an address at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203 ("DPT"); and
2. **Duncan Solutions, Inc.**, a California Corporation having an address at 633 West Wisconsin Avenue Suite 1600 Milwaukee, Wisconsin U.S.A. 53203 ("DSI").

Background

- A. DPT is the registered owner of the trademarks identified in Schedule 1 ("Marks").
- B. DSI desires to acquire the Marks.

Operative Provisions

1. Assignment of Trademarks

For good and valuable consideration, the receipt of which is hereby acknowledged, DPT hereby assigns, transfers and sets over to DSI with effect from the date of this Assignment in the United States, Canada and Argentina:

- (a) all right, title and interest in and to:
 - (i) the Marks; and
 - (ii) all common law rights and the application therefor, together with goodwill of the business created by, attaching to, or associated with, use of the Marks and symbolized thereby;
- (b) any and all past, present and future rights, title and interest it has in and to the Marks; and
- (c) all rights and immunities it has relating to, or arising, or to arise from the Marks, including all accrued rights of action, royalties or damages for any future and past infringement or misappropriation of the Marks and including any right to relief including but not limited to injunctive and monetary relief.

2. Authorities

DPT and DSI agree to execute all documents and do all acts necessary to record the assignment of the Marks on the relevant register of trademarks and to enable DSI to become the registered proprietor of the Marks. DSI is responsible for applying (at its cost) to have the assignment of the Marks recorded on the relevant register of trademarks.

3. General

3.1 Governing law and jurisdiction

This Assignment is governed by and must be construed in accordance with the laws of the State of Illinois. DPT and DSI submit to the non-exclusive jurisdiction of the courts of that State and the United States of America in respect of all matters or things arising out of this Assignment.

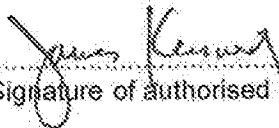
3.2 Counterparts

This Assignment may consist of a number of copies, each signed by one or more parties to this Assignment. If so, the signed copies are treated as making up the one document and the date on which the last counterpart is executed is the date of the Assignment.

3.3 Costs

Each party must pay its own legal costs of and incidental to the preparation and completion of this Assignment.

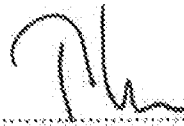
Executed by Duncan Parking Technologies, Inc. on 9 June 2015 by its duly authorised officer in a manner binding upon it:


Signature of authorised officer

JAMES KENNEDY
Name of authorised officer
(please print)

PRESIDENT
Title of authorised officer
(please print)

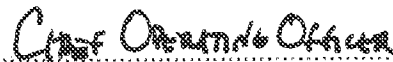
Executed by Duncan Solutions, Inc. on 8
June 2015 by its duly authorised officer in a
manner binding upon it:



Signature of authorised officer



Name of authorised officer
(please print)



Title of authorised officer
(please print)

Schedule 1: Marks

Country	Trade mark	Application no.	Application date	Registration no.	Registration date	Goods/services
Argentina	DUNCAN	2586802	28 April 2005	2046665	13 October 2005	Class 9: Only parking meters and their parts
Canada	DUNCAN	622727	9 January 1989	TMA379130	2 January 1991	Deposit boxes for overtime parking in a parking metered zone, and vehicle security vaults; parking meters of the type situated in parking spaces in a parking metered zone; fareboxes for public transportation vehicles, and detector units for detecting vehicle presence
US	DUNCAN	72410,862	12/22/1971	966,013	8/14/1973	Class 9: Parking meters of the type situated in parking spaces in a parking metered zone, and detector units for detecting vehicle presence

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