

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM351430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Satloc, Inc.		04/04/1999	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Satloc (1999), Inc.		
Street Address:	15990 N. Greenway Hayden Loop 800		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85260		
Entity Type:	CORPORATION: ARIZONA		
Name:	Communication Systems International, Inc.		
Street Address:	1200-58th Ave. S.E.		
City:	Calgary		
State/Country:	CANADA		
Postal Code:	T2H 2C9		
Entity Type:	CORPORATION: CANADA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1911218	MAPSTAR	
CORRESPONDENCE DATA			
Fax Number:			
<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:	uspto@midwestip.com		
Correspondent Name:	Mark Brown		
Address Line 1:	7225 Renner Road, Suite 201		
Address Line 2:	Law Office of Mark Brown, LLC		
Address Line 4:	Shawnee, KANSAS 66217		
ATTORNEY DOCKET NUMBER:	4084		
NAME OF SUBMITTER:	Mark Brown		
SIGNATURE:	/mark brown/		

CH \$40.00 1911218

DATE SIGNED:	08/14/2015
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Total Attachments: 6

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ASSET PURCHASE AGREEMENT

Among

COMMUNICATION SYSTEMS INTERNATIONAL, INC.,

SATLOC (1999), INC.

and

SATLOC, INC.

Effective as of April 4, 1999

INDEX OF SCHEDULES AND EXHIBITS

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement"), effective as of the 4th day of April, 1999, by and among COMMUNICATION SYSTEMS INTERNATIONAL, INC., an Alberta corporation ("CSI"), SATLOC (1999), INC., an Arizona corporation ("Buyer"), and SATLOC, INC., an Arizona corporation ("Seller").

RECITALS:

- A. Seller is engaged in the business of selling electronic equipment that utilizes DGPS signal corrections (the "Business").
- B. CSI owns all of the issued and outstanding shares of capital stock of Buyer.
- C. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, substantially all of the assets of Seller existing as of the Effective Date (as herein defined) on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

SECTION 1

DEFINITIONS

The following terms when used in this Agreement shall have the meanings assigned to them below:

"Accounts Payable" has the meaning specified in Section 2.3(a).

"Accounts Receivable" has the meaning specified in Section 2.1(a).

"Adjustment Amount" has the meaning specified in Section 3.2(d).

"Adjustment List" has the meaning specified in Section 3.2(d).

"Assumed Agreements" has the meaning specified in Section 2.3(c).

"Assumed Obligations" has the meaning specified in Section 2.3.

"Business" has the meaning specified in the recitals to this Agreement.

"Buyer Collection Period" has the meaning specified in Section 9.1.

"Threshold" has the meaning specified in Section 13.1(b).

"True North" means True North Partners, L.L.C., a Delaware limited liability company.

"Uncollected Receivables" has the meaning specified in Section 9.1.

"Warranty Reserve" means a [REDACTED] reserve established with respect to the Pre-Effective Date Warranty Obligations.

SECTION 2

PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Purchased Assets. Subject to the terms and conditions of this Agreement, and on the basis of the representations, warranties, covenants and agreements contained in this Agreement, at the Closing, effective as of the Effective Date, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to (and CSI agrees to cause Buyer to) purchase, acquire and accept from Seller, all of the following assets (collectively, the "Purchased Assets"):

(a) Seller's accounts receivable existing as of the Effective Date, less reserves therefor, in the net amount of [REDACTED] all of which are described on Schedule 2.1(a) hereto (collectively, the "Accounts Receivable");

(b) Seller's raw materials, work-in-process and finished goods intended for resale as finished goods existing as of the Effective Date, less reserves therefor, in the net amount of [REDACTED] all of which are described on Schedule 2.1(b) hereto (collectively, the "Production Inventory");

(c) Seller's finished assemblies and parts held for service existing as of the Effective Date, less reserves therefor, in the net amount of [REDACTED] all of which are described on Schedule 2.1(c) hereto (collectively, the "Service Inventory");

(d) Seller's furniture, fixtures, equipment and other tangible assets existing as of the Effective Date which are used or useful in the Business (collectively, the "Fixed Assets");

(e) Seller's products and interest in all intangible assets and intellectual property used or useful in the Business, including the trade name "Satloc," patents, trademarks, copyrights, trade secrets and other know how and technology, which are existing as of the Effective Date, all of which are described on Schedule 2.1(e) hereto (collectively, the "Intangible Assets");

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the date above first written.

COMMUNICATION SYSTEMS INTERNATIONAL, INC.

By: 

Its: CEO

SATLOC (1999), INC.

By: 

Its: CEO

SATLOC, INC.

By: 

Its: PRESIDENT

JOINDER

True North Partners, L.L.C. hereby joins in the foregoing Asset Purchase Agreement solely for the purpose of agreeing to be bound by Sections 9.12(b) and (c) thereof.

TRUE NORTH PARTNERS, L.L.C.

By: True North Management Company, Manager

By: 

Its: MANAGER

Schedule 2.1e
Intellectual Property

*Registered trademarks

*Active patent applications with Cantor & Colburn:

Flexible Circuit Antenna & Methods of Manufacture
Aerial Flow Monitoring of Chemicals

USSN 08/866.323

*OK
Wegman
6/14/99*