

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM369823

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	05/31/2011
RESUBMIT DOCUMENT ID:	900347919

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
V.T. Mobile, Inc.		05/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	N. Harris Computer Corporation
Street Address:	1 Antares Dr, Ste 400
City:	Ottawa
State/Country:	CANADA
Postal Code:	K2E 8C4
Entity Type:	CORPORATION: CANADA

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3827981	FRONTLINE

CORRESPONDENCE DATA

Fax Number: 3034426593
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.
Phone: 3034426514
Email: sledge@hbcboulder.com
Correspondent Name: Carla Sledge
Address Line 1: 921 Walnut St, Ste 200
Address Line 4: Boulder, COLORADO 80302

DOMESTIC REPRESENTATIVE

Name: Carla Sledge
Address Line 1: 921 Walnut St, Ste 200
Address Line 4: Boulder, COLORADO 80302

NAME OF SUBMITTER:	Carla W. Sledge
SIGNATURE:	/carla w sledge/
DATE SIGNED:	01/20/2016

Total Attachments: 5

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BILL OF SALE

BY: **V.T. MOBILE, INC.**, a corporation existing under the laws of the State of Delaware and having a place of business at 520 Zang Street, Suite 200, Broomfield, Colorado 80021 (the "Seller")

IN FAVOUR OF: **N. HARRIS COMPUTER CORPORATION**, a corporation existing under the laws of the Province of Ontario and having a place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada (the "Canadian Purchaser")

- AND -

HARRIS SYSTEMS USA INC., a corporation existing under the laws of the State of Delaware and having a place of business at 1 Antares Drive, Suite 400, Ottawa, Ontario, Canada (the "US Purchaser" and, together with the Canadian Purchaser, the "Purchasers")

WHEREAS under the terms of an asset purchase agreement (the "Purchase Agreement"), dated May [31], 2011 between the Seller, the Canadian Purchaser, the US Purchaser and the Securityholders (as defined in the Purchase Agreement), the Seller agreed to sell, and the Purchasers agreed to buy substantially all of the Seller's assets that are used in connection with the business of providing, developing, supporting and marketing of certain software that is carried on by the Seller.

THEREFORE:


1. The Seller hereby sells, assigns and transfers to the Canadian Purchaser all the right, title and interest of the Seller in and to the assets as more particularly described in Sections 2.1 of the Purchase Agreement, and hereby sells, assigns and transfers to the US Purchaser all the right, title and interest of the Seller in and to the assets as more particularly described in Sections 2.2 of the Purchase Agreement (collectively, the "Assets"), all of which are now in the possession of the Seller and located at the Seller's place of business at 520 Zang Street, Suite 200, Broomfield, Colorado 80021.
2. The Seller will promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all further acts, documents and things as the Purchasers, or either of them, may reasonably require from time to time for the purpose of giving effect to this bill of sale, and will take all steps reasonably within its power to implement the provisions of this bill of sale. In particular, the Seller will make best efforts to obtain the consent of all necessary persons to the assignment to the Purchasers, or either one of them, of all contracts, leases, licences and other rights intended to be included in the assets, rights and interests conveyed by this bill of sale. If the Seller fails to execute and deliver any documents that the Purchasers,

or either one of them, may reasonably require pursuant to this section within a period of ten (10) days after requested to do so, then the Purchasers, or either one of them, will be entitled to execute and deliver those documents as the attorney of the Seller, and for that purpose the Seller appoints the Purchasers, or either one of them, and their respective successors and assigns, as the Seller's attorneys, with full power of substitution, in the name of the Seller to execute and do any deeds, transfers, conveyances, assignments, assurances and things which the Seller ought to do pursuant to the provisions of this bill of sale. This appointment, coupled with an interest, is irrevocable by the Seller and will not be revoked by the insolvency or bankruptcy of the Seller or by the dissolution, liquidation or other termination of the existence of the Seller or for any other reason.

3. Except as otherwise agreed pursuant to the Sub-contracting Agreement (as defined in the Purchase Agreement), the Seller will hold in trust, for the benefit of the Purchasers, or either one of them, any contract, lease, licence or other right, the assignment of which requires a consent of any other party which has not or cannot be obtained, and will take any and all action with respect to any such contract, lease, licence or other right as the Purchasers, or either one of them, may reasonably direct for the Purchasers' or either of the Purchaser's account and benefit.
4. This bill of sale is made under the terms of the Purchase Agreement and is not in derogation of any of the rights which the Seller and the Purchasers have under the Purchase Agreement. In the event of any conflict or inconsistency between this bill of sale and the Purchase Agreement, the Purchase Agreement will prevail.
5. This bill of sale will be governed by and construed in accordance with the laws of the State of Illinois.

The Seller has executed and delivered this bill of sale as of the 31st day of May, 2011.

V.T. MOBILE, INC.

By: 
Name: Frank Traylor
Title: President

ASSET PURCHASE AGREEMENT

THIS AGREEMENT is made as of the 31st day of May, 2011 by and between N. Harris Computer Corporation, an Ontario corporation (the “**Canadian Purchaser**”), Harris Systems USA Inc., a Delaware corporation (the “**US Purchaser**” and together with the Canadian Purchaser, the “**Purchasers**”), V.T. Mobile, Inc., a Delaware corporation (the “**Seller**”), and the Securityholders identified in Schedule L (the “**Securityholders**”).

WHEREAS, the Seller is engaged in the business of providing, developing, supporting and marketing of software designed for public safety mobile computing.

AND WHEREAS, the Seller desires to sell, and the Purchaser desires to purchase, certain of the assets pertaining to the Purchased Business (as hereafter defined) upon and subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained and intending to be legally bound hereby, the parties hereto agree as follows:

1. INTERPRETATION

1.1 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith:

“**Additional Consideration Payment**” has the meaning in Section 2.12.

“**Additional Consideration Statement**” has the meaning set out in Section 2.12.

“**Agreement**” means this agreement and all schedules and exhibits hereto and all amendments made hereto and thereto by written agreement between the Seller, Purchaser and Securityholders.

“**Assets**” means the assets and undertakings referred to or described in Sections 2.1 and 2.2, but not including the Excluded Assets.

“**Assignment Exceptions**” has the meaning set out in Section 2.9(a).

“**Assumed Contracts**” means the Contracts of the Seller listed in Schedule K.

“**Assumed Liabilities**” means the accrued payroll, accrued vacation and deferred revenue relating to the Purchased Business, but shall not include income taxes payable, amounts owing to banks and shareholders or third party personal loans to the Seller, its officers, directors, employees and all other items not relating to the ongoing operations of the Purchased Business. Assumed Liabilities shall not include any liabilities of the Seller except those explicitly set forth herein as being assumed by the Purchasers, or either of them, as liabilities of the Purchased Business.

required to be made or taken in accordance with generally accepted accounting principles consistently applied by the Purchaser.

1.4 **Currency.** All references to currency and payments herein are to lawful money of the United States of America.

1.5 **Schedules.** The following are the Schedules attached hereto and incorporated by reference and deemed to be part hereof (all of such Schedules constituting the “**Seller Disclosure Schedules**”):

Schedule A	-	Financial Statements
Schedule B	-	Computer and Other Equipment
Schedule C	-	Software and Intellectual Property
Schedule D	-	Disclosure Schedule
Schedule E	-	Employee and Contractor Agreements
Schedule F	-	List of Key Employees
Schedule G	-	Insurance
Schedule H	-	Assumed Liabilities
Schedule I	-	Accounts Receivable
Schedule J	-	Form of Employment Agreement
Schedule K	-	Assumed Contracts
Schedule L	-	Securityholders
Schedule M	-	Net Tangible Asset Calculation
Schedule N	-	Purchase Price Allocation
Schedule O	-	Key Employee Compensation and Benefits
Schedule P	-	Leased Premises

2. **SALE AND PURCHASE OF ASSETS**

2.1 **Purchase and Sale of Software and Intellectual Property**

Upon and subject to the terms and conditions hereof, the Seller will sell, convey, assign and transfer in perpetuity to the Canadian Purchaser free and clear of all Liens, other than Permitted Liens, and the Canadian Purchaser will purchase, the following assets where ever such assets are located and whether such assets are tangible or intangible, and whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in Seller’s books or financial statements:

- (a) the Software and all intellectual property rights worldwide in the Software and products marketed and sold under the VisionTek name, including, but not limited to, the exclusive world-wide right to develop, modify, market, sell, distribute and install the current and future releases of the Software and its products; and
- (b) all of the intellectual property owned or purported to be owned by the Seller and used or currently being developed for use by the Seller in the conduct of the Purchased Business and all rights of the Seller therein, worldwide, whether registered or unregistered (collectively with the Software, the “**Intellectual Property**”), including

without limitation, the exclusive world-wide rights to develop, modify, market, sell, distribute and install all current and future releases of the Software and its products and:

- (i) **Copyrights** - all copyrights owned or purported to be owned by the Seller and relating to the Purchased Business, including without limitation, all copyrights in and to the computer software programs listed in Schedule C, including the Software and all applications and registrations of such copyrights;
- (ii) **Trademarks; Domain Names** - all trademarks, tradenames, service marks, brand names, logos, domain names, business name registrations (including, without limitation, "VisionTek") or the like owned or purported to be owned by the Seller and relating to the Software or the Purchased Business whether used in association with wares or services, including without limitation, those trademarks, domain names and business names listed in Schedule C and all applications, registrations, renewals, modifications and extensions of such trade-marks, domain names and business names;
- (iii) **Patents** -- all patents, patent applications and other patent rights, if any, of the Seller relating to the Software or the Purchased Business;
- (iv) **Technology** - all technology created, developed or acquired by the Seller relating to the Software or the Purchased Business that is owned or purported to be owned by the Seller, whether or not patented or patentable and whether or not fixed in any medium whatsoever, including without limitation, all inventions, know how, techniques, processes, procedures, methods, trade secrets, research and technical data, records, formulae, designs, industrial designs, sketches, patterns, databases, specifications, schematics, blue prints, flow charts or sheets, equipment and parts lists and descriptions, samples, reports, studies, findings, algorithms, instructions, guides, manuals, and plans for new or revised products and/or services that are owned or purported to be owned by the Seller; and
- (v) **Licenses** - all licenses, sub-licenses and franchises listed in Schedule C in which the Seller is a licensee or a licensor of intellectual property of a nature described in paragraphs (i) - (iv) above and relating to the Software or Purchased Business.

2.2 **Purchase and Sale of Other Assets**. Upon and subject to the terms and conditions hereof, the Seller will sell, assign and transfer to the US Purchaser free and clear of all Liens, other than Permitted Liens, and the US Purchaser will purchase from the Seller as a going concern, as of and with effect from the opening of business on the Closing Date, the following assets, wherever such assets are located and whether such assets are tangible or intangible, and whether or not any of such assets have any value for accounting purposes or are carried or reflected on or specifically referred to in the Seller's books or financial statements: