

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM394895

<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>
International Asset Systems U.S.A. Limited		07/21/2016	Corporation: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	R1 Acquisition Sub, Inc.		
<b>Street Address:</b>	3525 Whitehall Park Dr., Suite 400		
<b>Internal Address:</b>	c/o Direct ChassisLink, Inc.		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28273		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4338417	CHASSISMANAGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9175229573		
<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>	(212) 735-8683		
<b>Email:</b>	msegui@morrisoncohen.com		
<b>Correspondent Name:</b>	Jessica L. Lipson		
<b>Address Line 1:</b>	909 Third Avenue, 27th Floor		
<b>Address Line 2:</b>	Morrison Cohen LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	022784-0010(ZJacobs)		
<b>NAME OF SUBMITTER:</b>	Jessica L. Lipson		
<b>SIGNATURE:</b>	/Jessica L. Lipson /		
<b>DATE SIGNED:</b>	08/12/2016		
<b>Total Attachments: 5</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made and entered as of July 21, 2016 (the "Effective Date") by and between R1 Acquisition Sub, Inc., a Delaware corporation ("Buyer") and International Asset Systems U.S.A. Limited, a California corporation ("Seller").

WHEREAS, Seller owns all right, title and interest in and to the registered trademarks referenced on Schedule 1 attached hereto (collectively, the "Trademarks");

WHEREAS, Seller and Buyer are parties to an Asset Purchase Agreement effective as of July 21, 2016 (the "Asset Purchase Agreement") entered into by and between Buyer, Seller, certain affiliates of Seller, solely for purposes of Sections 1, 3, 7 and 8 of the Asset Purchase Agreement, REZ 1, Inc., a Massachusetts corporation, and Shareholder Representative Services LLC, a Colorado limited liability company, solely in its capacity as the Sellers Representative as that term is defined in the Asset Purchase Agreement; and

WHEREAS, pursuant to the terms of the Asset Purchase Agreement, Seller desires to convey, transfer, assign and deliver to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in the Trademarks, together with the goodwill of the business that the Trademarks symbolize.

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

1. Assignment. Seller hereby conveys, transfers, assigns and delivers to Buyer all of Seller's right, title and interest in and to the Trademarks and all common law rights therein, together with the goodwill of the business in connection with which such Trademarks are used; all rights to all state, federal, and international registrations and applications which may have been or may be filed or issued with respect to the Trademarks and any renewals thereof; all licenses, income, royalties, damages, and payments, now or hereafter due or payable with respect to the Trademarks; all causes of action, either in law or equity, and the right to sue, counterclaim and recover for past, present and future infringement, misappropriation, or dilution of the Trademarks against any third party and all rights corresponding thereto throughout the world.

2. Further Assurances. Seller hereby authorizes the Commissioner of Trademarks in the United States Patent and Trademark Office to record and register the Trademark Assignment upon request by Buyer. Seller shall execute and deliver to Buyer such additional documents as requested by Buyer that may be reasonably necessary to give full effect to the assignment and transfer of the rights, title and interest in and to the Trademarks hereunder, provided that Buyer shall be solely responsible at its own expense for all recordations of the assignment and transfer with the United States Patent and Trademark Office and/or any other appropriate government offices.

3. Terms of the Asset Purchase Agreement. The provisions of this Trademark Assignment are subject to the terms and conditions of the Asset Purchase Agreement. In the event of a conflict between the terms and conditions of this Trademark Assignment and the terms and conditions of the Asset Purchase Agreement, the terms and conditions of the Asset Purchase Agreement shall govern, control and prevail. Notwithstanding any language in this Trademark Assignment to the contrary, nothing herein is intended to, nor shall it extend, amplify or otherwise modify the representations, warranties, covenants and obligations of the parties contained in the Asset Purchase Agreement or the survival thereof.

4. Counterparts. This Trademark Assignment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures sent by facsimile, e-mail or other means of electronic transmission shall be binding on Buyer and Seller.

5. Successors and Assigns. This Trademark Assignment and all of its terms shall inure to the benefit of Buyer, Seller and their respective successors and assigns and shall bind Buyer, Seller and their respective successors, heirs and legal representatives, but nothing herein, express or implied, is intended to nor 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 Trademark Assignment.

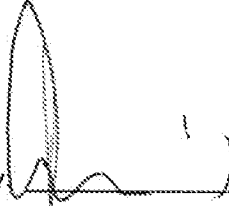
6. Governing Law. This Trademark Assignment shall be governed by and construed in accordance with the domestic law of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of New York.

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IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment as of the date first written above.

**SELLER:**

INTERNATIONAL ASSET SYSTEMS U.S.A. LIMITED

By  \_\_\_\_\_

Name: P. J. CRINKS

Title: CEO

**BUYER:**

R1 ACQUISITION SUB, INC.

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

Name:

Title:

[Signature Page to Trademark Assignment Agreement]

IN WITNESS WHEREOF, Buyer and Seller have duly executed and delivered this Trademark Assignment as of the date first written above.

**SELLER:**

INTERNATIONAL ASSET SYSTEMS U.S.A. LIMITED


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

Name:

Title:

**BUYER:**

R1 ACQUISITION SUB, INC.

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

Name: *DEBRA GARVERICH*

Title: *TREASURER*

[Signature Page to Trademark Assignment Agreement]

**TRADEMARK**

**REEL: 005853 FRAME: 0859**

**SCHEDULE 1**

ASSIGNED TRADEMARKS

Trademark	Country/Region	Registration No.	Class
CHASSISMANAGER	USA	4,338,417	42