

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM395886

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GeoVantage, Inc.		06/17/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	GeoScout, Inc.		
Street Address:	28 Mosssdale Road		
Internal Address:	c/o Istvan Hauer		
City:	Jamaica Plain		
State/Country:	MASSACHUSETTS		
Postal Code:	02130		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85926025	GEOSCOUT	
Serial Number:	85926028	GEOSCOUT	
CORRESPONDENCE DATA			
Fax Number:	7816225933		
<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>			
Phone:	7816225930		
Email:	trademark@mabbp.com		
Correspondent Name:	Sean D. Detweiler		
Address Line 1:	230 Third Avenue, 4th Floor		
Address Line 2:	Morse, Barnes-Brown & Pendleton, P.C.		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	GEOVTM08		
NAME OF SUBMITTER:	Sean D. Detweiler		
SIGNATURE:	/Sean D. Detweiler/		
DATE SIGNED:	08/22/2016		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this “**Assignment**”) is made as of the Effective Date set forth below by GeoVantage, Inc., a Delaware corporation (collectively, the “**Assignor**”).

WHEREAS, Assignor owns all rights in the trademarks, trade names, service marks and logos listed in Attachment A, and all rights appurtenant thereto, including but not limited to all common law rights, trade name rights, and the right to recover for past infringement throughout the world (the “**Trademarks**”);

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Trademarks and has not abandoned the same;

WHEREAS, Assignor, on the one hand, and GeoScout, Inc., a Delaware corporation (“**Assignee**”), on the other hand, have entered into a Trademark Purchase Agreement as of the date hereof, pursuant to which Assignor has granted and agreed to sell to Assignee, *inter alia*, all of Assignor’s right title and interest in and to the Trademarks; and

WHEREAS, Assignee desires to acquire all of Assignor’s right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration (including the consideration recited in the Trademark Purchase Agreement), the sufficiency of which is hereby acknowledged, Assignor makes the following assignment and agrees as follows:

1. **ASSIGNMENT**. Assignor hereby assigns and sells to Assignee all of Assignor’s rights, title and interest in and to the Trademarks throughout the world, for all of the goods and/or services in conjunction with which the Trademarks are used, together with the goodwill of the business symbolized by the Trademarks; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in Assignor’s favor for infringement or other violation of the aforesaid rights, to have and to hold the same unto Assignee, its successors, assigns and nominees, for the full duration of all such rights, and any renewals and extensions thereof, as fully and entirely as the same would have been held by Assignor had this assignment and transfer not been made.
2. **MISCELLANEOUS**. If any provision of this Assignment shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of Delaware without regard to conflicts of laws provisions thereof.

ATTACHMENT A

TRADEMARKS

Trademark	Country	Serial No.	Filing Date	Class
GEOSCOUT	United States of America	85/926,025	08-May-2013	12 Int.
GEOSCOUT	United States of America	85/926,028	08-May-2013	42 Int., 35 Int., 45 Int.