

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM399622

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INTERACTIVE DRIVING SYSTEMS INC.		03/15/2016	Corporation: NEW JERSEY
RECEIVING PARTY DATA			
Name:	eDRIVING FLEET LLC		
Street Address:	283 4th Street, Suite 301		
Internal Address:	c/o eDriving LLC		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94607		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	3902270	VIRTUAL RISK MANAGER	
Registration Number:	3902269	VIRTUAL RISK MANAGER	
Registration Number:	3376658	VIRTUAL RISK MANAGER	
Registration Number:	3898221	VIRTUAL RISK MANAGER	
Registration Number:	3898220	VIRTUAL RISK MANAGER	
Registration Number:	3898219	VIRTUAL RISK MANAGER	
Registration Number:	3902267	VIRTUAL RISK MANAGER	
Registration Number:	3902268	VIRTUAL RISK MANAGER	
Registration Number:	3563245	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	2759187	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	2798038	INTERACTIVE DRIVING SYSTEMS	
Registration Number:	3766295	CRASH FREE CULTURE	
Registration Number:	3766296	CRASH FREE CULTURE	
Registration Number:	3766293	DRIVERINDEX	
Registration Number:	2735045	ONE MORE SECOND	
Registration Number:	3760141	ONETOONE	
Registration Number:	3753949	RISKCOACH	
Registration Number:	3766294	ROADRISK	
TRADEMARK			

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Property Type	Number	Word Mark
Registration Number:	3760142	ROADRISK
Registration Number:	3760140	ROADSKILLS
Registration Number:	3798202	TARGETING DRIVER RISK REDUCTION US PATEN

CORRESPONDENCE DATA

Fax Number: 2149813400

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: 2149813483

Email: dclark@sidley.com

Correspondent Name: Dusan Clark

Address Line 1: 2021 McKinney Avenue, Suite 2000

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Dusan Clark
SIGNATURE:	/Dusan Clark/
DATE SIGNED:	09/23/2016

Total Attachments: 5
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Trademark Assignment”) is made effective as of the 15th day of March, 2016 by and between **INTERACTIVE DRIVING SYSTEMS INC.**, a New Jersey corporation, having an address at Seaboard Professional Complex, 211 Bayberry Drive, Suites 1E & 1F, Cape May Courthouse, NJ 08210 (“Assignor”) and **eDRIVING FLEET LLC**, a Delaware limited liability company and having an address at c/o eDriving LLC, 283 4th Street, Suite 301, Oakland, CA 94607 (“Assignee”). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, the Assignor is the registered owner of the trademarks set forth on Schedule A (hereinafter the “Trademarks”) and the goodwill of the business symbolized thereby;

WHEREAS, the Assignor and Assignee are parties to that certain Capital Contribution, Stock and Asset Purchase Agreement (the “Purchase Agreement”), providing for, among other things, the assignment by the Assignor to Assignee of the Purchased Assets, including all of its rights, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby; and

WHEREAS, in accordance with the terms of the Purchase Agreement, the Assignor and Assignee have agreed to enter into this Trademark Assignment, providing for (a) the assignment from the Assignor to Assignee of all of the Assignor’s right, title and interest in, under and to the Trademarks, and (b) the acceptance by Assignee of such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby confirms the assignment and transfer to Assignee of its entire right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized thereby.

- 1) Assignment. Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks, including:
 - a. the Trademarks set forth on Schedule A hereto and all issuances, extensions and renewals thereof;
 - b. all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
 - c. any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

- d. any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2) Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office to record and register this Trademark Assignment upon request by Assignee. Following the effective date hereof, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto.
- 3) Purchase Agreement. This Trademark Assignment is being executed and delivered subject to the Purchase Agreement and for the consideration as provided for therein. Nothing in this Trademark Assignment shall, or shall be deemed to, defeat, limit, alter or impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Trademark Assignment and the Purchase Agreement, the Purchase Agreement shall control.
- 4) Parties in Interest. This Trademark Assignment will be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective legal successors and permitted assigns.
- 5) Counterparts. This Trademark Assignment may be executed in counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each party and delivered to each other party.
- 6) Governing Law. This Trademark Assignment and the rights and obligations of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Delaware regardless of any laws that might otherwise govern under applicable principles of conflicts of laws thereof.

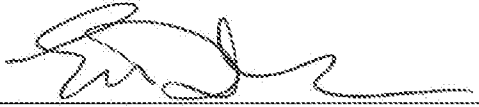
[Signature appears on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be executed by its duly authorized officer on the date first above written.

ASSIGNOR:

INTERACTIVE DRIVING SYSTEMS INC.

By: _____


Edmund S. Dubens, President

ASSIGNEE:

eDRIVING FLEET LLC

By: _____

Celia Stokes, CEO

[Signature page to Trademark Assignment]

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ASSIGNOR:

INTERACTIVE DRIVING SYSTEMS INC.

By: _____
Edmund S. Dubens, President

ASSIGNEE:

eDRIVING FLEET LLC

By:  _____
Celia Stokes, CEO

[Signature page to Trademark Assignment]

Schedule A

Trademark	Registration/Application Number	Registration Date	Country
VIRTUAL RISK MANAGER®	3902270 (supplemental); 3902269 (supplemental); 3376658 (supplemental); 3898221 (supplemental); 3898220 (supplemental); 3898219 (supplemental); 3902267 (supplemental); 3902268 (supplemental)	January 4, 2011; January 4, 2011; January 29, 2008; December 28, 2010; December 28, 2010; December 28, 2010; January 4, 2011; January 4, 2011	US
VIRTUAL RISK MANAGER®	2511714	September 10, 2010	UK
INTERACTIVE DRIVING SYSTEMS®	3563245 (principal); 2759187 (principal); 2798038 (principal)	January 20, 2009; September 2, 2003; December 23, 2003	US
CRASH FREE CULTURE®	3766295 (principal); 3766296 (principal)	March 30, 2010; March 30, 2010	US
DRIVERINDEX®	3766293 (principal)	March 30, 2010	US
ONE MORE SECOND®	2735045 (principal)	July 8, 2003	US
ONETOONE®	3760141 (principal)	March 16, 2010	US
RISKCOACH®	3753949 (principal)	March 2, 2010	US
ROADRISK®	3766294 (principal); 3760142 (principal)	March 30, 2010; March 16, 2010	US
ROADSKILLS®	3760140 (principal)	March 16, 2010	US
 Targeting Driver Risk Reduction <small>US Patent 8,714,688</small>	3798202 (principal)	June 8, 2010	US