

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM400456

<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>
Azteca Systems Enterprises, Inc.	FORMERLY Azteca Systems, Inc.	09/27/2016	Corporation: UTAH
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Azteca Systems, LLC		
<b>Street Address:</b>	11075 South State Street, Suite 24		
<b>City:</b>	Sandy		
<b>State/Country:</b>	UTAH		
<b>Postal Code:</b>	84070		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	77724040	CITYWORKS	
<b>Serial Number:</b>	86758477	CITYWORKS SAM	
<b>Serial Number:</b>	86258091	CITYWORKS	
<b>Serial Number:</b>	85444818	AZTECA SYSTEMS	
<b>Serial Number:</b>	85200069	EMPOWERING GIS	
<b>Serial Number:</b>	86408855		
<b>Serial Number:</b>	87178317	CITYWORKS SAM CW	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6023826070		
<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>	6023826000		
<b>Email:</b>	sschahn@swlaw.com		
<b>Correspondent Name:</b>	Snell & Wilmer L.L.P.		
<b>Address Line 1:</b>	400 E. Van Buren St.		
<b>Address Line 4:</b>	Phoenix, ARIZONA 85004-2202		
<b>NAME OF SUBMITTER:</b>	R. Lee Fraley		
<b>SIGNATURE:</b>	/R. Lee Fraley/		
<b>DATE SIGNED:</b>	09/30/2016		

CH \$190.00 77724040

**Total Attachments: 6**

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of September 27, 2016, is made by Azteca Systems Enterprises, Inc., a Utah corporation formerly known as Azteca Systems, Inc. (“**Assignor**”), in favor of Azteca Systems, LLC, a Delaware limited liability company (“**Assignee**”), the assignee of certain assets of Assignor pursuant to (i) the Azteca Systems Contribution and Exchange Agreement, of even date herewith, by and between Assignor and Azteca Systems Holdings, LLC, a Delaware limited liability company (“**Holdings**”), and (ii) the Midco/Opco Contribution and Exchange Agreement, of even date herewith, by and among Holdings, Azteca Systems Midco, LLC, a Delaware limited liability company (“**Midco**”), and Assignee (collectively, the “**Contribution and Exchange Agreements**”).

WHEREAS, pursuant to the Contribution and Exchange Agreements, the assignment includes all of Assignor’s right, title, and interest in and to all of the intellectual property and intangibles assigned in the Contribution and Exchange Agreements, including (without limitation) the intellectual property listed on Exhibit A attached hereto (collectively, the “**Assigned Intellectual Property**”); and

WHEREAS, for purposes of this IP Assignment, Assignor’s assignment and Assignee’s acceptance of the Assigned Intellectual Property shall be deemed to have been effectuated through each of Holdings and Midco, respectively, in accordance with the Contribution and Exchange Agreements.

NOW THEREFORE, the parties agree as follows:

1. All capitalized terms used in this IP Assignment but not otherwise defined herein are given the meanings set forth in the Contribution and Exchange Agreements.
2. Assignor does hereby sell, transfer, convey, assign, grant, set over and deliver to Assignee, and Assignee hereby accepts, all of Assignor’s right, title, and interest in and to the Assigned Intellectual Property, free and clear of all liens, mortgages, options, charges, title defects, security interests and similar encumbrances in favor of any person or entity other than Assignee, together with the goodwill pertaining thereto, and together with all causes of action (in law or equity), claims, demands and any other rights for, or arising from any past, present or future infringement, of the Assigned Intellectual Property, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee’s successors, assigns, designees, nominees and other legal representatives, all of the foregoing to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this IP Assignment and sale had not been made.
3. As may be requested by Assignee or its designee or other legal representative from time to time after the date hereof, Assignor agrees to assist Assignee, or Assignee’s successors, assigns, designees, nominees or other legal representatives, in a commercially reasonable manner, without further consideration, to (i) evidence, record, and perfect the

assignment of the Assigned Intellectual Property and (ii) secure Assignee's rights in the Assigned Intellectual Property, including, but not limited to, the execution, delivery and filing of all applications, specifications, oaths, assignments, powers-of-attorney, and similar instruments that Assignee deems necessary to assign and convey to Assignee, or Assignee's successors, designees, nominees or other legal representatives, all right, title and interest in and to the Assigned Intellectual Property.

4. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any officer of any country or countries foreign to the United States, whose duty it is to issue Patents or other evidence or forms of intellectual property protection or applications as, to issue the same to Assignee or Assignee's successors, assigns and other legal representatives in accordance with the terms of this instrument.
5. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.
6. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
7. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws provision.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this IP Assignment as of the date first above written.

**ASSIGNOR:**

AZTECA SYSTEMS ENTERPRISES, INC.  
(formerly known as Azteca Systems, Inc.)

By:   
Name: Brian L. Haslam  
Title: Chief Executive Officer and President

**AGREED TO AND ACCEPTED:**

**ASSIGNEE:**

AZTECA SYSTEMS, LLC

By:   
Name: Brian L. Haslam  
Title: Chief Executive Officer and President

IN WITNESS WHEREOF, each of Azteca Systems Holdings, LLC, and Azteca Systems Midco, LLC, hereby acknowledges and accepts this IP Assignment, confirm that all rights, title and interest in the Assigned Intellectual Property are assigned to Azteca Systems, LLC, and otherwise release interest in any other rights assigned or granted herein.

**HOLDINGS:**

AZTECA SYSTEMS HOLDINGS, LLC

By:   
Name: Brian L. Haslam  
Title: Chief Executive Officer and President

**MIDCO:**

AZTECA SYSTEMS MIDCO, LLC

By:   
Name: Brian L. Haslam  
Title: Chief Executive Officer and President

**EXHIBIT A**

**ASSIGNED INTELLECTUAL PROPERTY**

**Patent Applications**

<b>Title</b>	<b>Filing Type</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>
INTEGRATED MAINTENANCE SCORING APPARATUS and METHOD	Non-Prov.	U.S.	14/285,419	05/22/2014
INTEGRATED-CONDITION PREDICTION-BASED MAINTENANCE AND REPAIR APPARATUS and METHOD	Prov.	U.S.	62/307,987	03/14/2016

**Registered Trademarks**

<b>Trademark</b>	<b>Country</b>	<b>App. No./ Reg. Date</b>	<b>Reg. No./ Reg. Date</b>
CITYWORKS	U.S.	77/724,040 04/28/2009	3,733,712 01/05/2010
CITYWORKS	Australia	1,482,147 03/26/2012	1,482,147 11/26/2012
CITYWORKS	Canada	1,455,697 10/16/2009	TMA780656 10/26/2010
CITYWORKS	European Community	13275111 09/19/2014	13275111 02/04/2015
 CITYWORKS SAM	U.S.	86/758,477 09/16/2015	N/A
	U.S.	86/258,091 04/21/2014	4,754,383 06/15/2015

AZTECA SYSTEMS	U.S.	85/444,818	4,220,747
		10/11/2011	10/09/2012
AZTECA SYSTEMS	Australia	1,482,145	1,482,145
		03/26/2012	03/26/2012
AZTECA SYSTEMS	Canada	1,569,606	TMA861848
		03/20/2012	10/02/2013
EMPOWERING GIS	U.S.	85/200,069	4,388,508
		12/06/2010	08/20/2013
EMPOWERING GIS	Canada	1,718,523	TMA932375
		03/09/2015	03/22/2016
	U.S.	86/408,855	4,882,650
		09/29/2014	01/05/2016
	Canada	1,718,665	N/A
		03/10/2015	
	European Community	014099626	014099626
		05/21/2015	09/28/2015
	U.S.	87/178,317	N/A
		09/21/2016	
CITYWORKS SAM CW			

**Common Law Trademarks**



GIS-CENTRIC CLOUD

EMPOWERING U



## Domain Names

Domain Name	Registrar	Expiration Date
cityworks.com	Enom, Inc.	02/08/2017
cityworks.org	Enom, Inc.	01/17/2025
cityworksonline.com	Enom, Inc.	03/01/2017
cityworkssam.com	Enom, Inc.	04/22/2017
cityworks-test-domain.co.uk		10/12/2016
cityworkslive.com	Tucows Domains Inc.	11/09/2016
cityworkslive.net	Tucows Domains Inc.	11/09/2016
mycityworks.com	Enom, Inc.	03/11/2023
gis-centricplatform.com	Enom, Inc.	05/02/2018
giscentricplatform.com	Enom, Inc.	05/02/2018
nagcs.org	Go Daddy	06/07/2017

## Registered Copyrights

Title	Registration No.	Registration Date	Description
CityWorks GASB module	TX0005705056	09/03/2002	Computer program
Cityworks wireless	TX0005623627	06/28/2002	Computer program

Nothing herein shall be construed to limit the provisions of the Contribution and Exchange Agreements as they relate to the Assigned Intellectual Property that is being conveyed to Assignee.