

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM404652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Mobi Corp.		10/03/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	BSM Technologies Ltd.		
Also Known As:	F/K/A BSM Wireless Inc.		
Street Address:	100-75 INTERNATIONAL BLVD.		
City:	Toronto, ON		
State/Country:	CANADA		
Postal Code:	M9W 6L9		
Entity Type:	Corporation: CANADA		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4386285	MOBI	
Registration Number:	4386284	MOBI	
Registration Number:	4584818	MOBI.APPOINTMENT	
Registration Number:	4639802	MOBI.CONNECT	
Registration Number:	4593236	MOBI.DISPATCH	
Registration Number:	4593237	MOBI.INSIGHT	
Registration Number:	4584817	MOBI.ROUTE	
Registration Number:	4495215	MOBILOCATE	
Registration Number:	4491552	MOBIPLAN	
Registration Number:	4491554	MOBIRESOURCE	
Registration Number:	4495216	MOBIRESULT	
Registration Number:	4491553	MOBITERRITORY	
CORRESPONDENCE DATA			
Fax Number:	3129800728		
<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:	312-269-8000		
Email:	marden@ngelaw.com		

CH \$315.00 4386285

Correspondent Name: William J. Lenz
Address Line 1: Neal, Gerber & Eisenberg LLP
Address Line 2: Two North LaSalle Street, Suite 2100
Address Line 4: Chicago, ILLINOIS 60602

ATTORNEY DOCKET NUMBER: 027117.0009

NAME OF SUBMITTER: William J. Lenz

SIGNATURE: /William J. Lenz/

DATE SIGNED: 11/07/2016

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "*Assignment*") is made as of the 3rd of October, 2016, from Mobi Corp., a Delaware corporation (the "*Assignor*"), on the one hand, to BSM Technologies Ltd., (f/k/a BSM Wireless Inc.), an corporation organized under the laws of the Province of Ontario (the "*Assignee*"), on the other hand.

WHEREAS, Assignor, with its principal place of business at 708 Congress Avenue, Austin, Texas 78701, is the owner of the entire right, title and interest in and to the trademarks, service marks, and the corresponding applications and registrations therefor, set forth on **Exhibit A** hereto (collectively, the "*Trademarks*"), together with the business and goodwill associated with the Trademarks; and

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, by and among Assignee, Assignor, BSM Analytics Inc., a Delaware corporation, and BSM Technologies Inc., a corporation organized under the laws of the Province of Ontario, dated on or about the date hereof, Assignee, with a principal place of business at 100-75 International Blvd., Toronto, ON M9W 6L9, has agreed to acquire all the rights, title, and interest in and to the Trademarks, together with the goodwill of the business associated with the Trademarks, as the successor to the business of Assignor to which the Trademarks pertain.

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

1. Assignor does hereby sell, assign, transfer and set over unto Assignee, its successors and assigns, all of Assignor's rights, title and interest in and to the Trademarks, together with the goodwill the business associated with the Trademarks and the trademark registrations and applications therefore as set forth on **Exhibit A**.
2. Assignor does hereby sell, assign, transfer and set over onto Assignee, its successors, legal representatives, and assigns, all claims for damages by reason of past infringement of the Trademarks, the right to sue for and collect same for its own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives.
3. Assignor authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks listed on **Exhibit A**, and title thereto, as the property of Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.
4. This Agreement may be executed in counterparts, each of which, including those with facsimile signatures, will be deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

MOBI CORP.

By: DocuSigned by:
Stephen Courter
121F93D8E6D74C3... _____
Name: Stephen Courter
Title: Chairman of the Board

ASSIGNEE:

BSM TECHNOLOGIES LTD.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed by their duly authorized officers or representatives and deem this Assignment to be effective as of the date first set forth above.

ASSIGNOR:

MOBI CORP.

By: _____

Name: _____

Title: _____

ASSIGNEE:

BSM TECHNOLOGIES LTD.

By:  _____

Name: Louis De Jong

Title: CFO

EXHIBIT A

<u>Mark</u>	<u>Country</u>	<u>Filing Date</u>	<u>Reg No.</u>	<u>Reg Date</u>
MOBI	United States	12/08/2011	4,386,285	08/20/2013
MOBI	EU	04/12/2012	10,803,187	09/11/2012
MOBI	Canada	04/12/2012	924,704	01/04/2016
MOBI (stylized)	Canada	04/12/2012	924,703	01/04/2016
MOBI (stylized)	United States	12/08/2011	4,386,284	08/20/2013
MOBI.APPOINTMENT	United States	10/12/2011	4,584,818	08/12/2014
MOBI.APPOINTMENT	Canada	04/12/2012	923,435	12/14/2015
MOBI.CONNECT	United States	12/02/2013	4,639,802	11/18/2014
MOBI.CONNECT	Canada	01/02/2014	943930	07/21/2016
MOBI.DISPATCH	Canada	04/12/2012	923,436	12/14/2015
MOBI.DISPATCH	United States	10/12/2011	4,593,236	08/26/2014
MOBI.INSIGHT	Canada	04/12/2012	911,763	08/19/2015
MOBI.INSIGHT	United States	10/12/2011	4,593,237	08/26/2014
MOBI.ROUTE	Canada	04/12/2012	915,833	10/02/2015
MOBI.ROUTE	United States	10/12/2011	4,584,817	08/12/2014
MOBILOCATE	United States	10/12/2011	4,495,215	03/11/2014
MOBILOCATE	Canada	04/12/2012	911,154	08/13/2015
MOBIPLAN	United States	10/12/2011	4,491,552	03/04/2014
MOBIPLAN	Canada	04/12/2012	896,489	02/12/2015
MOBIRESOURCE	Canada	04/12/2012	926,161	01/15/2016
MOBIRESOURCE	United States	10/12/2011	4,491,554	03/04/2014
MOBIRESULT	Canada	04/12/2012	911,147	08/13/2015
MOBIRESULT	United States	10/12/2011	4,495,216	03/11/2014
MOBITERRITORY	Canada	04/12/2012	911,149	08/13/2015
MOBITERRITORY	United States	10/12/2011	4,491,553	03/04/2014