

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM420095

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
iControl Networks, Inc.		03/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	ICN Acquisition, LLC		
Street Address:	8281 Greensboro Drive		
Internal Address:	Suite 100		
City:	Tysons		
State/Country:	VIRGINIA		
Postal Code:	22102		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	86622761	ICONTROL ONE	
Registration Number:	4790962	ICONTROL CONNECT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	404-322-6285		
Email:	kevin.fogle@nelsonmullins.com		
Correspondent Name:	Kevin O. Fogle, Paralegal		
Address Line 1:	201 17th Street NW		
Address Line 2:	Suite 1700		
Address Line 4:	Atlanta, GEORGIA 30363		
NAME OF SUBMITTER:	Kevin O. Fogle, Paralegal		
SIGNATURE:	/s/ Kevin O. Fogle		
DATE SIGNED:	03/17/2017		
Total Attachments: 5			
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Trademark Assignment

THIS TRADEMARK ASSIGNMENT AGREEMENT (the “*Assignment*”) is made effective as of March 8, 2017 (the “*Effective Date*”), by and between iControl Networks, Inc., a Delaware corporation (“*Assignor*”), and ICN Acquisition, LLC, a Delaware limited liability company (“*Assignee*”). Assignor and Assignee are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*.” Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement (as defined herein).

RECITALS:

WHEREAS, Assignor is the owner of the trademarks and applications therefor identified on Schedule A hereto in the jurisdictions set forth therein, including common law rights, foreign equivalents and all other related filings and rights (collectively, the “*Assigned Trademarks*”); and

WHEREAS, pursuant to the Asset Purchase Agreement, dated as of June 23, 2016 among Assignor, Assignee and the other parties thereto (as amended, the “*Purchase Agreement*”), Assignor is assigning to Assignee all of Assignor’s right, title and interest in, to and under the Assigned Trademarks.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, subject to the Purchase Agreement, and in consideration of the mutual agreements, provisions and covenants contained in this Assignment, the Parties, intending to be legally bound, hereby agree as follows:

1. **Conveyance**. Assignor hereby sells, assigns, transfers, and conveys to Assignee its entire right, title and interest in, to and under (a) the Assigned Trademarks, including any and all goodwill symbolized thereby, and (b) the right to sue for and to recover damages and other remedies in respect of any past, present or future infringement or other unauthorized use of the Assigned Trademarks.

2. **Issuance and Recordation**. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any foreign country whose duty it is to issue trademarks on applications as described above, to issue any and all Assigned Trademarks to Assignee, its successors and assigns, in accordance with the terms of this Assignment. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign jurisdiction, to record Assignee as the assignee and owner of the Assigned Trademarks. Assignee shall have the right to record this Assignment with all applicable government authorities and registrars so as to perfect its ownership of the Assigned Trademarks.

3. **No Modification**. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignee or Assignor under the Purchase Agreement or any other agreement entered into by the Parties or any of their affiliates. Without limiting the foregoing, in the event and to the extent that there

shall be a conflict between the provisions of this Assignment and the provisions of the Purchase Agreement, the Purchase Agreement shall control.

4. **Successors and Assigns**. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

5. **Counterparts**. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party, it being understood that both Parties need not sign the same counterpart.

6. **Interpretation**. The Article and Section headings contained in this Assignment are solely for the purpose of reference, are not part of the agreement of the Parties and shall not in any way affect the meaning or interpretation of this Assignment.

7. **Further Assurances**. Assignor hereby agrees that Assignor will from time to time, at Assignee's sole cost and expense, if reasonably requested by the Assignee or the successors or assigns of the Assignee, execute, acknowledge and deliver, or cause to be executed and delivered to Assignee or its successors or assigns such and all further acts, transfers, assignments, transfer documents, trademark office instruments and documents, powers of attorney, assurances of title and additional papers and instruments that may be necessary and reasonably requested to carry out the intent hereof and to vest in Assignee the entire right, title and interest of Assignor in and to the Assigned Trademarks and all goodwill or intangible benefits associated therewith whether in the United States or elsewhere in the world. Subject to the terms of the Purchase Agreement, Assignor agrees that Assignor, at the expense of Assignee, will take such actions as are reasonably requested to assist Assignee or its successor or assigns with applications to register any of the Assigned Trademarks in any jurisdiction in the world where they are not now registered including, without limitation, helping to establish priority of use or satisfy any other predicates for registration.

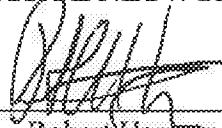
8. **Governing Law**. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, regardless of the Laws that might otherwise govern under applicable principles of conflicts of Laws thereof. The Seller irrevocably (a) consents to the exclusive jurisdiction and venue of any court within the State of Delaware, in connection with any matter based upon or arising out of this Assignment or the matters contemplated herein; (b) agrees that process may be served upon it in any manner authorized by the Laws of the State of Delaware for such Person; and (c) waives and covenants not to assert or plead any objection which it might otherwise have to such jurisdiction, venue and process. The Assignor agrees not to commence any legal proceedings related hereto except in such courts.

[Signature page follows]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNOR:

ICONTROL NETWORKS, INC.



Name: Robert Hagerty
Title: Chief Executive Officer

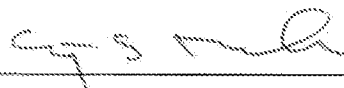
[Signature Page to Trademark Assignment]

TRADEMARK
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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

ASSIGNEE:

ICN ACQUISITION, LLC



Name: STEPHEN S. TRUMBLE

Title: PRESIDENT

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 006010 FRAME: 0962

SCHEDULE A
ASSIGNED TRADEMARKS

Common Law Trademarks

- Icontrol One
- Icontrol Connect
- Connect
- Piper

Registered Trademarks

Trademark	Jurisdiction	Record Owner (and Beneficial Owner, if any)	Registration/Application Date and No.
Icontrol One	United States of America	iControl Networks, Inc.	Application No. 86622761 May 7, 2015
Icontrol Connect	United States of America	iControl Networks, Inc.	Registration No. 4790962 / Application No. 85788209 November 27, 2012
Piper	Canada	iControl Networks, Inc.	Application No. 1634669 July 10, 2013