

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM436319

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PRA Group, Inc.		06/30/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Location Services, LLC		
Street Address:	900 N. Michigan Avenue, Suite 1600		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60611		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4385676	PLATENET	
Registration Number:	4333916	PLATE NET	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	kristimurray@perkinscoie.com		
Correspondent Name:	Lisa K. Koenig, Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	117346.0004		
NAME OF SUBMITTER:	Lisa K. Koenig		
SIGNATURE:	/Lisa K. Koenig/		
DATE SIGNED:	07/24/2017		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement (the “**Assignment**”), dated as of June 30, 2017, is by and between PRA Group, Inc., a Delaware corporation, with its principal place of business located at 120 Corporate Boulevard, Norfolk, VA 23502, (“**Assignor**”) and Location Services, LLC, a Delaware limited liability company, with its principal place of business located at 900 N. Michigan Avenue, Suite 1600, Chicago, IL 60611 (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into a Membership Interest Purchase Agreement, dated as of the date hereof (the “**Agreement**”), pursuant to which Assignor is selling all of the issued and outstanding membership interests of PLS Holding I, LLC, a Virginia limited liability company, and PLS Holding II, LLC, a Virginia limited liability company (together, the “**General Partners**”), which together own all of the issued and outstanding membership interests of PRA Location Services, a Virginia general partnership (“**PLS**” and, collectively, the “**Contributed Companies**”), to Assignee, and the IP Assets (as defined below) to Assignee; and

WHEREAS, capitalized terms used but not defined herein have the meanings given such terms in the Agreement; and

WHEREAS, Assignor is the owner of certain intellectual property listed on the attached Schedules A, B and C (the “**IP Assets**”); and

WHEREAS, pursuant to the Agreement, the Assignee has acquired all right, title and interest in and to the IP Assets, including any and all goodwill of the business associated with the use of, and symbolized by the trademarks, and the parties wish to record such acquisition in the respective Patent and Trademark Offices and Copyright Offices.

NOW, THEREFORE, in consideration of the sum of US\$10 (ten US Dollars) and other good and valuable consideration paid by the Assignee to the Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment of Trademarks. Effective as of the date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the trademarks and trademark registrations set forth in Schedule A hereto, together with the goodwill of the business symbolized thereby; (ii) all common law and statutory rights related to the trademarks; (iii) all renewals and extensions of any such application, registration and filing; (iv) all licenses for the use of the trademarks; (v) all income, royalties, damages, claims, and payments now or hereafter due under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (vi) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vii) all rights corresponding to any of the foregoing throughout the world; and (viii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Trademarks**”).

2. Assignment of Patents. Effective as of date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) the patents and patent applications set forth in Schedule B hereto; (ii) all inventions and improvements described and claimed therein, and patents which may be granted from divisions, reissues, substitutions, continuations, continuations-in-part, reexaminations, foreign counterparts and extensions thereof claiming priority to the underlying said patent rights; (iii) all licenses for the use of the patents; (iv) all income, royalties, damages, claims, and payments now or hereafter due under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Patents**”).
3. Assignment of Copyrights. Effective as of date hereof, and pursuant to the Agreement, Assignor sells, transfers, conveys, assigns and delivers to Assignee and Assignee accepts all right, title and interest of Assignor in and to (i) copyrights and copyright registrations set forth in Schedule C hereto, (ii) including all extensions or renewals thereof, in each case whether published or unpublished, (iii) all licenses for the use of the copyrights; (iv) all income, royalties, damages, claims, and payments now or hereafter due to any Target Company under and with respect thereto, including, without limitation, damages, claims, and payments due to any Target Company for past and future infringements thereof; (v) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (vi) all rights corresponding to any of the foregoing throughout the world; and (vii) the right to assign the rights conveyed herein, the same to be held and enjoyed by Assignee for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the “**Assigned Copyrights**”).
4. Successors. This Assignment shall inure to the benefit of and is binding upon the respective successors and assigns of Assignor and Assignee.
5. Governing Law. This Assignment shall be governed by, and construed in accordance with (i) the laws of the United States, in respect to trademark, patent and copyright issues, and (ii) in all other respects, including as to validity (except for patent, trademark and copyright issues), interpretation and effect, by the laws of the State of Delaware without giving effect to the conflict of laws rules thereof.
6. Counterparts. This Assignment may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.
7. Miscellaneous. This Assignment is subject to all the terms and conditions of the Agreement. The parties intend that this Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Agreement.

IN WITNESS WHEREOF, Assignor and Assignee caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR

PRA GROUP, INC.

By: [Signature]

Its: Senior Vice President and General Counsel

Date: June 30, 2017

COMMONWEALTH OF Virginia)
City) ss.
COUNTY OF Noe folk)

Before me, the undersigned authority, on this 30th day of June, 2017, personally appeared Christopher D. Lagow known to me as he person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignor.

Nancy Malleman
Notary Public



Nancy J. Malleman
(Signature of Notary)

Nancy J. Malleman
(Legibly Print or Stamp Name of Notary)

ACCEPTED BY:

ASSIGNEE

LOCATION SERVICES, LLC

By: Location Services Manager, LLC,
its Manager

By: [Signature]
Andrew Bluhm

Its: Managing Member

Date: June 30, 2017

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

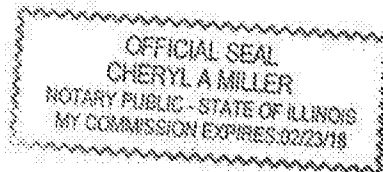
Before me, the undersigned authority, on this 30th day of June, 2017, personally appeared ANDREW BLUHM known to me as the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity state, and with authority to act in this assignment on behalf of the Assignee.

CHERYL A. MILLER

Notary Public

[Signature]
(Signature of Notary)

(Legibly Print or Stamp Name of Notary)



Schedule A-Trademarks

Mark	Reg. No.	Reg. Date	Record Owner
PLATENET	4385676	08/13/13	PRA Group, Inc.
PLATE NET and Design	4333916	05/14/13	PRA Group, Inc.

Schedule B-Patents

None.

Schedule C-Copyrights

Title	Reg. No.	Reg. Date	Record Owner
Swarm.	TXu001969663	11/19/15	PRA Group, Inc.
PlateNet (https://www.platenet.net/)	TX7561793	07/05/12	PRA Group, Inc.
IGSNet	TXu1698736	06/11/10	PRA Group, Inc.