

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449004

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CARCH (an ABC) LLC		09/26/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Cargo Chief Acquisition, Inc.		
Street Address:	2350 Broadway		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94115		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	4221333	CARGO CHIEF	
Registration Number:	4549561	CARGO REWARDS	
Registration Number:	4545533	CARGO LOCATE	
Registration Number:	4755159	TOMAHAWK TMS	
Registration Number:	4888440	CARRIER LOCATE	
Serial Number:	87060371	3PLAAS	
Serial Number:	87129811	CATALYST TMS	
Serial Number:	87060356	TRACKS TMS	
Serial Number:	87129813	TRACKS NETWORK	
Serial Number:	86964201	CARGO SCORE	
CORRESPONDENCE DATA			
Fax Number:	2024083141		
<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:	2024083141		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC		
Address Line 1:	1090 Vermont Avenue, NW		
Address Line 4:	Washington, D.C. 20005		

CH \$265.00 4221333

ATTORNEY DOCKET NUMBER:	889030
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	10/30/2017

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is entered into on this 26th day of September 2017 (the "Effective Date"), and is made by CARCH (an ABC) LLC, a Delaware limited liability company (the "Assignor"), in favor of CARGO CHIEF ACQUISITION, INC., a Delaware corporation (the "Assignee"), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof, by and between the Assignor and the Assignee (the "APA"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the APA.

WHEREAS, pursuant to the APA, the Assignor has agreed to sell and the Assignee has agreed to purchase the Purchased Assets, including, but not limited to, the trademarks on Schedule A attached hereto ("Trademarks"), the copyrights on Schedule A attached hereto ("Copyrights"), the patents and patent applications on Schedule A attached hereto ("Patents"), and the domain names on Schedule A attached hereto (the "Domain Names," and collectively with Trademarks, Copyrights and Patents, the "Intellectual Property Assets"); and

WHEREAS, the Assignor and the Assignee desire that the assignment of said rights in Trademarks and Patents be made of record in the United States Patent and Trademark Office (where applicable), the applicable state trademark offices (where applicable), and all foreign trademark offices and any other appropriate governmental or administrative offices as the case may be, and that the assignment of the Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office.

NOW, THEREFORE, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties hereby confirm the following:

1. Assignment. The Assignor hereby irrevocably sells, assigns, transfers, conveys, and delivers to the Assignee and its successors and assigns all of the Assignor's transferable right, title and interest in and to any intellectual property rights embodied by the Intellectual Property Assets and other Assignor's Proprietary Rights, including the following assignments:

(a) The Assignor hereby assigns, transfers and delivers to the Assignee, all right, title and interest in and to Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill of the Business as symbolized by Trademarks, and the registrations and applications therefor, including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances.

(b) The Assignor hereby assigns, transfers and delivers to the Assignee all right, title, and interest in and to Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby assigns, transfers and delivers to the Assignee the full, exclusive, and entire right, title, and interest in and to Patents, including but not limited to all patents and patent applications thereto, and including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said

applications and improvements thereof, preparatory to obtaining Letters Patent of the United States therefor, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances; and the Assignors hereby request the Director of Patents and Trademarks to issue any and all Letters Patent of the United States resulting from said applications, or from a division, continuation, or reissue thereof, to the Assignee, for its interest and for the sole use and benefit of the Assignee and its assigns and legal representatives.

(d) The Assignor hereby assigns, transfers and delivers unto the Assignee the full, exclusive and entire right, title, and interest in and to any foreign patents or applications corresponding to Patents, in whole or in part, including any provisional rights therein, in countries other than the United States in part, in and to any Letters Patent and similar protective rights granted on said foreign patents or applications, and in and to the right to claim any applicable priority rights arising from or required for said foreign applications under the terms of any applicable conventions, treaties, statutes, or regulations, including all damages and profits, due or accrued, arising out of past infringements of said patent rights, and the right to sue for and recover the same, free and clear of all liens, claims, security interests and other encumbrances, and hereby request said foreign applications to be filed and issued in the name of the Assignee, or its designee insofar as permitted by applicable law.

(e) The Assignor hereby assigns to the Assignee all right, title and interest in and to the Domain Names, free and clear of all liens, claims, security interests and other encumbrances.

2. APA Controls Interpretation. This Assignment is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Assignment and shall not be deemed or urged to impose any obligation on the Assignor greater than or different to its obligations under the APA. This Assignment shall not replace, substitute, expand or extinguish any obligation or provision of the APA. In the event of any conflict or inconsistency between the terms of the APA and the terms hereof, the terms of the APA shall control.

3. Miscellaneous.

(a) This Assignment shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

(b) This Assignment shall be binding upon and inure solely to the benefit of each Party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Assignment.

(c) This Assignment may be executed in counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) No amendment of any provision of this Assignment shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any Party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other Party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any Party to take any action with respect to any breach of this Assignment or default by another Party shall constitute a waiver of such Party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Assignment is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of

the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties hereto have caused this Intellectual Property Assignment to be executed and delivered as of the date first written above:

ASSIGNOR:

CARCH (an ABC) LLC

By: 

Name: Daniel R. Saccani

Title: Member

ASSIGNEE:

CARGO CHIEF ACQUISITION, INC.

By: 

Name: Michael S. Pharo

Title: President

(Signature area in IP Assignment Agreement)

SCHEDULE A

1. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
TRANSPORTATION SERVICE MATCHING	9,082,144	
TRANSPORTATION SERVICE MATCHING	9,691,091	

2. PATENT APPLICATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
PREDICTING MULTI-CITY OR DIRECT BACKHAUL	14/625,302	
ARRIVAL ESTIMATION AND NEXT LOAD MATCHING, ADVANCED	14/796,305	
FIND ME A LOAD	14/926,893	
PARTIAL LOAD SHIPMENT CONSOLIDATION AND SCHEDULING	15/239,333	

3. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

1. TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
Cargo Chief	4221333	9-Oct-2012
Cargo Rewards	4549561	10-Jun-2014
Cargo Locate	4545533	3-Jun-2014
Tomahawk TMS	4755159	16-Jun-2015
Carrier Locate	4888440	19-Jan-2016

2. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
3PLaaS	87060371	4-Jun-16
Catalyst TMS	87129811	7-Aug-16
Tracks TMS	87060356	4-Jun-16
Tracks Network	87129813	7-Aug-16
Cargo Score	86964201	

3. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.		

1. COPYRIGHT REGISTRATIONS

Copyright

Reg. No.

Date

None.

2. COPYRIGHT APPLICATIONS

Copyright

Application No.

Date

None.

3. COPYRIGHT LICENSES

Name of Agreement

Date of Agreement

Parties

None.