

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579388

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
VisTracks, Inc.		05/11/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Omnitracs, LLC		
Street Address:	717 North Harwood Street, Suite 1300		
City:	Dallas		
State/Country:	TEXAS		
Postal Code:	75201		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3755677	VISTRACKS	
Serial Number:	88782490	TRUCKER SHIELD	
Serial Number:	88782579	TRUCKER SHIELD	
Serial Number:	88512163	VISTRACKS	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		
Address Line 2:	601 LEXINGTON AVENUE		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	17196-14		
NAME OF SUBMITTER:	Susan Zablocki		
SIGNATURE:	/susan zablocki/		
DATE SIGNED:	06/03/2020		
Total Attachments: 7			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of May 11, 2020 (the “Effective Date”), by and between VisTracks, Inc., a Delaware corporation (“Assignor”), and Omnitracs, LLC, a Delaware limited liability company (“Assignee”, and together with Assignor, each a “Party” and collectively the “Parties”). Capitalized terms used, but not otherwise defined, herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, VIA Strategy Group, LLC, an Illinois limited liability company, solely in its capacity as representative of Seller and the Beneficiaries thereto, and the Beneficiaries are parties to that certain Asset Purchase Agreement, dated as of the date hereof (the “Purchase Agreement”), pursuant to which Assignee has agreed to acquire certain assets and assume certain liabilities from Assignor used in or related to the Business, including certain Transferred Intellectual Property;

WHEREAS, the transferred assets also include certain Intellectual Property Rights that are subject to a registration or application with the United States Patent and Trademark Office (as further specified on Exhibit A hereto) and Assignee is the successor to that part of Assignor’s Business to which such Intellectual Property Rights pertain; and

WHEREAS, Assignor and Assignee are hereby effecting the assignment, transfer, conveyance, and deliver of all of Assignor’s rights, title, and interest in, to, and under the Assigned Rights.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignment. Assignor hereby irrevocably assigns, transfers, conveys, sells, and delivers to Assignee, and Assignee hereby assumes, all of Assignor’s right, title, and interest in, to, and under the Assigned Rights.

2. Definitions.

(a) “Ancillary IP Rights” means, with respect to any Intellectual Property Right, any and all (i) income, proceeds, royalties, damages, claims, and payments accrued, due or payable as of, prior to, or after the Effective Date with respect to such Intellectual Property Right, (ii) damages and payments for past, present, or future infringements, misappropriations, dilutions, or violations of such Intellectual Property Right, (iii) causes of action and rights to sue, recover, and collect for past, present, or future infringements, misappropriations, dilutions, or violations of such Intellectual Property Right, and (iv) corresponding rights with respect to such Intellectual Property Right that, now or hereafter, may be secured throughout the world

(b) “Assigned Rights” means all Intellectual Property Rights used, held for use, or developed for use in, or related to, the Business of the Assignee, including but not limited to the registered Intellectual Property Rights set forth on Exhibit A, together with all Ancillary IP Rights with respect thereto and all tangible embodiments thereof.

3. Further Assurances. Upon Assignee’s request and at Assignee’s own expense, Assignor shall, without further consideration, execute and deliver, or cause to be executed and delivered, such other instruments of contribution, conveyance, transfer, assignment, assumption, and confirmation, and shall take, or cause to be taken, such further or other actions as Assignee may deem necessary or desirable to carry out the intent and purposes of this Agreement and to consummate and give effect to the transactions contemplated hereby.

4. Amendment and Waiver. This Agreement may be amended, and any provision of this Agreement may be waived; provided that any such amendment or waiver will be binding upon the Assignee only if such amendment or waiver is set forth in a writing executed by the Assignee, and any such amendment or waiver will be binding upon the Assignor only if such amendment or waiver is set forth in a writing executed by the Assignor. No course of dealing between the Parties shall be deemed effective to modify, amend, or waive any part of this Agreement or any rights or obligations of either Party under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

5. Purchase Agreement. Nothing in this Agreement, express or implied, is intended to or shall be construed to modify, expand, or limit in any way the provisions of the Purchase Agreement. In the event of any conflict, ambiguity, or inconsistency between any provision of this Agreement and any provision of the Purchase Agreement, the applicable provision of the Purchase Agreement shall be deemed to be controlling.

6. No Strict Construction. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement. The Parties agree that prior drafts of this Agreement shall not be deemed to provide any evidence as to the meaning of any provision hereof or the intent of the Parties with respect to the terms hereof.

7. Entire Agreement. This Agreement and the agreements and documents referred to herein contain the entire agreement and understanding between the Parties with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to such subject matter in any way.

8. Counterparts. This Agreement may be executed by email or facsimile transmission, in any number of counterparts, and each such counterpart hereof shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

9. Severability. If any term or provision of this Agreement is or becomes invalid, illegal or unenforceable, the remainder shall survive unaffected

* * * *

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VISTRACKS, INC.

By: SGE 2-2

Name: Stephen G. Eick

Its: President

ASSIGNEE:

OMNITRACS, LLC

By: _____

Name: Raymond Greer

Its: Chief Executive Officer

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date first above written.

ASSIGNOR:

VISTRACKS, INC.


By: _____

Name:

Its:

ASSIGNEE:

OMNITRACS, LLC

By:  _____

Name: Raymond Greer

Its: Chief Executive Officer

Exhibit A

Exhibit A

Patents

Title	Country	Patent Number / Issue Date	Application Number / Application Date	Owner
PLATFORM AND METHOD FOR ANALYZING REAL-TIME POSITION AND MOVEMENT DATA	USA	US 8869038 10/21/2014	US 13/267660 10/6/2011	VISTRACKS, INC.
TIMELINE VISUALIZATIONS LINKED WITH OTHER VISUALIZATIONS OF DATA IN A THIN CLIENT	USA	US 8560946 10/15/2013	US 11/725119 4/16/2007	VISTRACKS, INC.
ANALYSIS OF TIME-BASED GEOSPATIAL MASHUPS USING AD HOC VISUAL QUERIES	USA	US 8230333 7/24/2012	US 12/005334 12/26/2007	VISTRACKS, INC.


Patent Applications

Title	Country	Application Number / Filing Date	Owner
PLATFORM FOR REAL-TIME TRACKING AND ANALYSIS	USA	US 12/070,976 2/22/2008	VISTRACKS, INC.

Trademark Registrations

Trademark	Jurisdiction	Application / Number Filing Date	Registration Number / Registration Date	Status	Owner
VISTRACKS	U.S. Federal	77589260 10/9/2008	3755677 3/2/2010	Registered	VISTRACKS, INC.

Trademark Applications

Trademark	Jurisdiction	Application Number / Filing Date	Status	Owner
TRUCKER SHIELD	U.S. Federal	88782490 2/3/2020	Pending	VISTRACKS, INC.
TRUCKER SHIELD & Design 	U.S. Federal	88782579 2/3/2020	Pending	VISTRACKS, INC.
VISTRACKS	U.S. Federal	88512163 7/12/2019	Pending	VISTRACKS, INC.
VISTRACKS	Canada	2004680 1/6/2020	Pending	VISTRACKS, INC.
VISTRACKS	Mexico	2314134 1/10/2020	Pending	VISTRACKS, INC.
VISTRACKS	Mexico	2314137 1/10/2020	Pending	VISTRACKS, INC.

Unregistered Trademarks



Domain Name Registrations

<u>Domain</u>	<u>Expiration</u>	<u>Registrant</u>	<u>Registrar</u>
vistracks.com	8/4/2020	VisTracks, Inc.	GoDaddy.com, LLC
vistracks.net	8/4/2020	VisTracks, Inc.	GoDaddy.com, LLC
vistracks.org	8/4/2020	VisTracks, Inc.	GoDaddy.com, LLC