

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM648738

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EMSystems LLC		04/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Randseco, LLC		
Street Address:	10 Warner Rd.		
City:	Abington		
State/Country:	MASSACHUSETTS		
Postal Code:	02351		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85451729	FLEETEYES	
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:	7817280059		
Email:	anne@bostontechlaw.com		
Correspondent Name:	Anne Hulecki		
Address Line 1:	Boston Technology Law PLLC		
Address Line 2:	One Broadway		
Address Line 4:	Cambridge, MASSACHUSETTS 02142		
NAME OF SUBMITTER:	Anne Hulecki		
SIGNATURE:	/anne hulecki/		
DATE SIGNED:	05/21/2021		
Total Attachments: 4			
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OP \$40.00 85451729

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**IP Assignment**”), dated as of April 5, 2021, is made by EMSystems LLC, a Delaware limited liability company (the “**Company**”) in favor Randseco, LLC, a Delaware limited liability company (the “**Buyer**”), the purchaser of certain assets of Company pursuant to an AssetPurchase Agreement by and between the Company and the Buyer, dated as of the date hereof (the “**Purchase Agreement**”).

WHEREAS, under the terms of the Purchase Agreement, the Company has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Company, and has agreed to execute and deliver this IP Assignment, for recording with governmental authorities including, but not limited to, the US Patent and Trademark Office and the USCopyright Office.

NOW THEREFORE, the parties agree as follows:

1. Assignment. In consideration for the execution of the Purchase Agreement, the payment of the consideration stipulated in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Company hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Company’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the trademark registrations and applications set forth on Schedule 2 hereto, together with the goodwill connected with the use of and symbolized thereby and all issuances, extensions and renewals thereof (the “**Trademarks**”);

(b) all rights of any kind whatsoever of Company accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with theright but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Company authorizes the Commissioner for Patents, the Commissioner for Trademarks and the Register of Copyrights and any other governmental officials to record and register this IP Assignment upon request by Buyer. Company shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned IP is properly assigned to Buyer, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. The terms of the Purchase Agreement, including, but not limited to, the representations, warranties, covenants, agreements and indemnities relating to the Assigned IP are incorporated herein by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

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

5. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and 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).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this IP Assignment as of the date first above written.

EMSYSTEMS, LLC

DocuSigned by:
Bryan Kaplan
By: _____
Name: Bryan Kaplan
Title: SVP, Chief Information Officer

Agreed and Accepted:

RANDSECO, LLC

DocuSigned by:
Patrick Tyler
By: _____
Name: Patrick Tyler
Title: President and CEO

SCHEDULE 1

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

Mark	Serial No. Filing Date	Reg. No. Reg. Date	Status
FLEETEYES	85451729 October 20, 2011	4209010 September 18, 2012	Registered