

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM698242

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
RESUBMIT DOCUMENT ID:	900655571		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FieldAware US, Inc.		11/03/2021	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Insight Mobile Data, Inc.		
Street Address:	7201 E. Henkel Way, Suite 400		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85255		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4851911	FIELDWARE	
Registration Number:	4851908	FIELDWARE	
Registration Number:	4851910	FIELDLOCATE	
Registration Number:	4851909	FIELDLOCATE	
CORRESPONDENCE DATA			
Fax Number:	6026409050		
<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:	602-640-9311		
Email:	trademarks@omlaw.com		
Correspondent Name:	Jonathan F. Ariano		
Address Line 1:	2929. N. Central Ave., Ste. 2100		
Address Line 4:	Phoenix, ARIZONA 85012		
ATTORNEY DOCKET NUMBER:	15735.3		
NAME OF SUBMITTER:	Jonathan F. Ariano		
SIGNATURE:	/jonthan.f.ariano/		
DATE SIGNED:	12/28/2021		
Total Attachments: 12			

source=Notice of non- Recordation of Assignment FieldAware#page1.tif
source=Notice of non- Recordation of Assignment FieldAware#page2.tif
source=Trademark Assignment with FieldAware#page1.tif
source=Trademark Assignment with FieldAware#page2.tif
source=Trademark Assignment with FieldAware#page3.tif
source=Bill of Sale (FieldAware Trademarks)#page1.tif
source=Bill of Sale (FieldAware Trademarks)#page2.tif
source=Bill of Sale (FieldAware Trademarks)#page3.tif
source=Bill of Sale (FieldAware Trademarks)#page4.tif
source=Bill of Sale (FieldAware Trademarks)#page5.tif
source=Bill of Sale (FieldAware Trademarks)#page6.tif
source=Bill of Sale (FieldAware Trademarks)#page7.tif

CONFIRMATORY TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, FieldAware US, Inc., a Delaware corporation (“ASSIGNOR”), owned certain trademarks, and registrations for those trademarks, as listed in Schedule A attached hereto and incorporated herein by this reference (“MARKS”); and

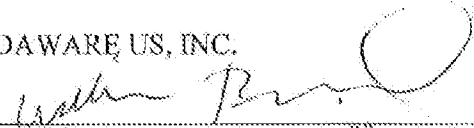
WHEREAS, on November 3, 2021, ASSIGNOR executed a Bill of Sale, Assignment and Assumption Agreement, assigning all right, title, and interest in, to, and under the MARKS, together with the goodwill of the business symbolized by the MARKS to Insight Mobile Data, Inc., a Maryland corporation (“ASSIGNEE”).

NOW, THEREFORE, in consideration of the good and valuable consideration from ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby reaffirm and confirm that by virtue of the Bill of Sale, Assignment and Assumption Agreement, ASSIGNOR assigned, transferred, and conveyed unto ASSIGNEE its entire right, title, and interest throughout the world in and to the MARKS, the registrations for the MARKS, together with the goodwill of the business symbolized by the MARKS, all common law rights, and the right to register, renew, protect, and defend the MARKS and to sue for past infringements of the MARKS.

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Confirmatory Trademark Assignment Agreement to be duly executed by their authorized representatives.

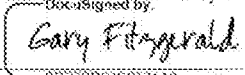
ASSIGNOR:

FIELDWARE US, INC.

By: 
Name: William Bernard
Title: Director

ASSIGNEE:

INSIGHT MOBILE DATA, INC.

By: 
Name: Gary Fitzgerald
Title: Chief Executive Officer

BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (this “Agreement”) is made and entered as of November 3, 2021, by and between Insight Mobile Data, Inc., a Maryland corporation (the “US Purchaser”) and FieldAware US, Inc., a Delaware corporation (“US Seller”, and together with Purchaser, the “Parties”), pursuant to that certain Securities and Asset Purchase Agreement (the “Purchase Agreement”), dated as of the date hereof, by and among the Parties and the other parties thereto. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Purchase Agreement.

WHEREAS, in connection with the closing of the transaction contemplated by the Purchase Agreement, US Purchaser desires to (a) purchase and accept from US Seller and US Seller desires to sell, convey, assign, transfer and deliver to US Purchaser the Acquired Assets, in each case, free and clear of any Liens other than Permitted Liens and (b) assume and agree to pay, perform and discharge when due the Assumed Liabilities; and

WHEREAS, this Agreement is being delivered pursuant to Section 2.1(b)(i) and Section 2.2(a)(i) of the Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the US Seller and the US Purchaser, intending to be legally bound, agree as follows:

1. **Bill of Sale; Assignment and Assumption.** As and to the extent stated in the Purchase Agreement, for good and valuable consideration, the receipt of which is hereby acknowledged, (a) US Seller hereby sells, conveys, assigns, transfers and delivers to the US Purchaser all of its right, title and interest in, to and under the Acquired Assets free and clear of all Liens other than the Permitted Liens, and the US Purchaser hereby acquires and accepts US Seller’s right, title and interest in, to and under the Acquired Assets.

2. **Assignment and Assumption of Assumed Liabilities.** US Seller hereby assigns and transfers to the US Purchaser, and US Purchaser hereby assumes and agrees to pay, perform and discharge when due the Assumed Liabilities.

3. **Purchase Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Purchase Agreement in all respects. This Agreement shall not replace, substitute, expand, diminish or extinguish any obligation or provision of the Purchase Agreement. 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 control.

4. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement, the Purchase Agreement and the agreements and documents referred to herein and therein contain the entire agreement and understanding among the parties hereto 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.

(b) **Successors and Assigns.** This Agreement and all covenants and agreements contained herein and rights, interests or obligations hereunder, by or on behalf of any of the parties hereto, shall bind and inure to the benefit of the respective successors and permitted assigns of the parties hereto

whether so expressed or not, except that neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by the US Seller (except to Seller Representative as contemplated in the Purchase Agreement, or pursuant to the APA Joinder), without the prior written consent of US Purchaser, and neither this Agreement nor any of the covenants and agreements herein or rights, interests or obligations hereunder may be assigned or delegated by US Purchaser without the prior written consent of US Seller or Seller Representative; provided that US Purchaser may assign its rights under this Agreement (in whole or in part) to (a) any Affiliate of US Purchaser, (b) any purchaser of any material portion of the assets of US Purchaser, or (c) to a lender of US Purchaser or any related administrative agent as collateral security for borrowing, at any time whether prior to or following the Closing Date; provided, further, that no assignment shall relieve the assigning party of any of its obligations hereunder unless otherwise agreed in writing by the non-assigning parties.

(c) **No Third Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any Person any legal or equitable rights hereunder.

(d) **Consent to Amendments; Waivers.** This Agreement may be amended, or any provision of this Agreement may be waived upon the approval, in a writing, executed by US Purchaser and US Seller or Seller Representative. No course of dealing between or among the parties hereto shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any such party under or by reason of this Agreement. A waiver by any party of any term or condition of this Agreement in any one instance shall not be deemed or construed to be a waiver of such term or condition for any other instance in the future (whether similar or dissimilar) or of any subsequent breach hereof.

(e) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement or the application of any such provision to any Person or circumstance shall be held to be prohibited by, illegal or unenforceable under applicable Law or rule in any respect by a court of competent jurisdiction, such provision shall be ineffective in such jurisdiction only to the extent of such prohibition, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

(f) **Counterparts; Delivery by Facsimile or PDF.** This Agreement may be executed in one or more counterparts (including by means of telecopied signature pages or signature pages delivery by electronic transmission in portable document format (pdf)), all of which taken together shall constitute one and the same instrument. This Agreement and any signed agreement or instrument entered into in connection with this Agreement, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format (pdf), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re execute original forms thereof and deliver them to all other parties. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in portable document format (pdf) to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in portable document format (pdf) as a defense to the formation of a contract and each such party forever waives any such defense, except to the extent such defense related to lack of authenticity.

(g) **Specific Performance.** Each of the parties hereto acknowledges and agrees that the other parties hereto would be damaged irreparably in the event any of the provisions of this Agreement are not performed in accordance with their specific terms or otherwise are breached. Accordingly, each of the parties hereto shall be entitled to an injunction or injunctions to prevent breaches of the provisions of this Agreement and to enforce specifically this Agreement and the terms and provisions hereof in any Action instituted in any court of the United States or any state thereof having jurisdiction over the parties hereto and the matter (subject to the provisions set forth in Section 4(g)).

(h) **Consent to Jurisdiction.** Each party hereto, by its execution hereof, (i) hereby irrevocably submits, and agrees to cause each of its Subsidiaries to submit, to the exclusive jurisdiction of the state courts of the State of Delaware located in New Castle County or the United States District Court for the District of Delaware for the purpose of any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof, (ii) hereby waives, and agrees to cause each of its Subsidiaries to waive, to the extent not prohibited by applicable law, and agrees not to assert, and agrees not to allow any of its Subsidiaries to assert, by way of motion, as a defense or otherwise, in any such action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that any such proceeding brought in one of the above-named courts is improper, or that this Agreement or the subject matter hereof may not be enforced in or by such court and (iii) hereby agrees not to commence or to permit any of its Subsidiaries to commence any action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation arising out of or based upon this Agreement or relating to the subject matter hereof other than before one of the above-named courts nor to make any motion or take any other action seeking or intending to cause the transfer or removal of any such action, claim, cause of action or suit (in contract, tort or otherwise), inquiry, proceeding or investigation to any court other than one of the above-named court whether on the grounds of inconvenient forum or otherwise. Each party hereby consents to service of process in any such proceeding in any manner permitted by Delaware law, and agrees that service of process by registered or certified mail, return receipt requested, at its address specified pursuant to Section Error! Reference source not found. of the Purchase Agreement is reasonably calculated to give actual notice

(i) **Governing Law.** All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement and the Schedules and Exhibits hereto shall be governed by, and construed in accordance with, the Laws of the State of Delaware without giving effect to any choice of law or conflict of law rules or provisions (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. In furtherance of the foregoing, the internal Law of the State of Delaware shall control the interpretation and construction of this Agreement (and all Schedules and Exhibits hereto), even though under that jurisdiction's choice of law or conflict of law analysis, the substantive Law of some other jurisdiction would ordinarily apply.

(j) **Waiver of Jury Trial.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW WHICH CANNOT BE WAIVED, EACH OF THE PARTIES HERETO HEREBY WAIVES, AND AGREES TO CAUSE EACH OF ITS SUBSIDIARIES TO WAIVE, AND COVENANTS THAT NEITHER IT NOR ANY OF ITS SUBSIDIARIES WILL ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE) ANY RIGHT TO TRIAL BY JURY IN ANY FORUM IN RESPECT OF ANY ISSUE, ACTION, CLAIM, CAUSE OF ACTION, SUIT (IN CONTRACT, TORT OR OTHERWISE), INQUIRY, PROCEEDING OR INVESTIGATION ARISING OUT OF OR BASED UPON THIS AGREEMENT OR THE SUBJECT MATTER HEREOF OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE TRANSACTIONS CONTEMPLATED HEREBY, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING. EACH PARTY ACKNOWLEDGES THAT IT HAS BEEN INFORMED BY THE OTHER

PARTY THAT THIS SECTION 4(J) CONSTITUTES A MATERIAL INDUCEMENT UPON WHICH THE PARTIES ARE RELYING AND WILL RELY IN ENTERING INTO THIS AGREEMENT AND ANY OTHER AGREEMENTS RELATING HERETO OR CONTEMPLATED HEREBY. ANY PARTY HERETO MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 4(J) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF EACH SUCH PARTY TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties have executed this Bill of Sale and Assignment and Assumption Agreement effective as of the date first written above.

US SELLER:

FIELDWARE US, INC.

By:  _____

Name: William Beamish

Title: CEO

US PURCHASER:

INSIGHT MOBILE DATA, INC.

DocuSigned by:
Gary Fitzgerald
By: _____
Name: Gary Fitzgerald
Title: Chief Executive Officer

[Signature Page - Bill of Sale, Assignment and Assumption Agreement]