

10-25-2000

Docket No.:

14476.34



101495966

Tab settings

To the Honorable Commissioner of Patent

Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)

InGeo Systems, LLC

9-11-00

09-11-2000

U.S. Patent & TMO/TM Mail Rcpt Dt. #59

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: InGeo Acquisitions, Inc.

Internal Address: Suite 140

Street Address: 1770 North Research Park Way

City: North Logan State: UT ZIP: 84321

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Utah
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: July 31, 2000

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/441,193    75/544,270  
75/513,279    75/824,755  
75/542,590    76/069/656

Additional numbers

B. Trademark Registration No.(s)

Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: John C. Stringham

Internal Address: WORKMAN NYDEGGER & SEELEY

Street Address: 1000 Eagle Gate Tower

60 East South Temple

City: Salt Lake City State: UT ZIP: 84111

6. Total number of applications and registrations involved:.....

6

7. Total fee (37 CFR 3.41):.....\$ \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

23-3178

DO NOT USE THIS SPACE

10/23/2000 NTHA11 00000156 75441193

01 FC:481 40.00 OP  
02 FC:482 125.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

John C. Stringham, Reg. No. 40,831

Name of Person Signing

Signature

9/16/00

Date

Total number of pages including cover sheet, attachments, and

5

Refund Ref: 10/23/2000 NTHA11 0000098918

CHECK Refund Total: \$75.00

ASSIGNMENT

WHEREAS, InGeo Systems, L.L.C., a limited liability company of the State of Utah, having a place of business at 1770 North Research Park Way, Suite 140, North Logan, Utah 84321 is the owner of the entire right, title, and interest in and to the trademarks identified in Attachment A, attached hereto, including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country:

WHEREAS, InGeo Acquisitions, Inc., the successor to InGeo Systems, L.L.C., a corporation of the State of Utah, having a place of business at 1770 North Research Park Way, Suite 140, North Logan, Utah 84321, desires to secure the entire right, title, and interest in and to said trademarks, including all rights in and to such trademarks created under any applicable federal or state statutes or common law or under the applicable trademark laws of any foreign country, including but not limited to all rights, title, and interest in and to the aforesaid trademarks, the aforesaid applications for federal trademark registration, any federal trademark registrations which may issue thereon, any and all other common law trademarks owned by Assignors, any and all trademark registrations that may be granted therefore, any and all continuations, renewals and extensions of the aforesaid trademark registrations, and any and all goodwill of the business or businesses associated with any of the aforesaid trademarks or trademark registrations within the United States of America and its territorial possessions and within all countries foreign to the United States, (hereinafter collectively referred to as "TRADEMARKS AND GOODWILL");

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) paid by Assignee to Assignor and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by said Assignor, Assignor has sold, assigned and transferred and by these presents does hereby sell, assign and transfer unto Assignee the entire right, title, and interest in and to said TRADEMARKS AND GOODWILL within the United States of America and its territorial possessions and within all countries foreign to the United States, all said rights to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors and assigns to the full end of the term or terms for which said trademark registrations may be granted as fully and entirely as the same would have been held and enjoyed by said Assignor if this assignment, transfer and sale had not been made.

The aforesaid Assignor hereby authorizes and requests the United States Commissioner of Patents and Trademarks and all authorized officials of foreign patent and trademark offices to issue the said trademark registrations, when granted, to Assignee, as the Assignee of the entire right, title, and interest in and to the same, for the sole use and enjoyment of Assignee, its successors and assigns.

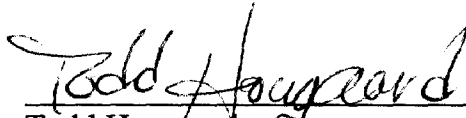
The aforesaid Assignor hereby agrees to sign all lawful papers and to perform all other lawful acts which Assignee may request of Assignor to make this Assignment fully effective, including, by way of example but not of limitation, the following:

Prompt execution of all United States and foreign trademark applications, and all lawful documents requested by Assignees to further the prosecution of any such trademark applications.

Cooperation to the best of said Assignor's ability in the execution of all lawful documents, the production of evidence, nullification, continuation, renewal, extension, or infringement proceedings involving said trademarks.

In Testimony Whereof, the undersigned hereby executes this Assignment on behalf of

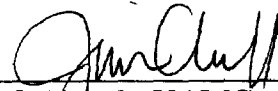
InGeo Systems, L.L.C.

  
\_\_\_\_\_  
Todd Hougaard  
General Manager

STATE OF UTAH            )  
                                  : ss.  
COUNTY OF Salt Lake )

On 31 July 2000, before me personally appeared Todd Hougaard, known to me to be the person described and who signed the foregoing Assignment in my presence and acknowledged under oath before me that he has read the same and knows the contents thereof and that the same is true of his own knowledge excepting as to matters therein alleged upon information and belief and as to those matters he believes them to be true, and that he executed the same as his free act and deed and for the purposes set forth therein.



  
\_\_\_\_\_  
NOTARY PUBLIC  
Residing at \_\_\_\_\_

My Commission Expires:

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**WORKMAN, NYDEGGER & SEELEY**  
**1000 Eagle Gate Tower**  
**60 East South Temple**  
**Salt Lake City, Utah 84111**

**ASSIGNMENT  
ATTACHMENT A**

<b>WNS File No.</b>	<b>Description</b>	<b>Serial No.</b>	<b>Filing Date</b>
14476.10	U.S. Trademark Application INGEO	75/441,193	February 26, 1998
14476.10a	Trademark Application – Canada INGEO	887,410	August 13, 1998
14476.10b	Trademark Registration – EC INGEO	000912972	August 21, 1998
14476.11	U.S. Trademark Application INGEO & DESIGN	75/513,279	July 6, 1998
14476.15	U.S. Trademark Application MAP DESK	75/542,590	August 25, 1998
14476.15a	Trademark Application – Canada MAP DESK	1,004,707	February 10, 1999
14476.15b	Trademark Application – EC MAP DESK	1087634	February 25, 1999
14476.17	U.S. Trademark Application SPATIALCAMA	75/544,270	August 27, 1999
14476.26	U.S. Trademark Application LANDLIGHT	75/824,755	October 8, 1999
14476.26a	Trademark Application – Canada LANDLIGHT	1,054,445	April 5, 2000
14476.26b	Trademark Application – EC LANDLIGHT	001590454	April 4, 2000
14476.27	U.S. Trademark Application LANDLIGHT.COM	76/069,656	June 14, 2000

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