

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Search Optics, Inc.		01/01/2012	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	UpTracs, Inc.		
Street Address:	4445 Eastgate Mall, Suite 320		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3736705	UPTRACS	
CORRESPONDENCE DATA			
Fax Number:	9494754754		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann, Senior Paralegal		
Address Line 1:	3161 Michelson Drive		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	89969-00002		
NAME OF SUBMITTER:	Stephanie S. Kann		
Signature:	/stephanie s. kann/		

CH \$40.00 3736705

Date:

06/08/2012

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is entered into effective as of January 1, 2012 (the "Effective Date"), by and between Search Optics, Inc., a California corporation ("Assignor"), with offices at 4445 Eastgate Mall, Suite 320, San Diego, California 92121, and UpTracs, Inc., a Delaware corporation ("Assignee") with offices at 4445 Eastgate Mall, Suite 320, San Diego, California 92121.

1.0 Background

1.1 Assignor and Assignee have entered into that certain Purchase and Intellectual Property Assignment Agreement for Software dated as of January 1, 2012 (the "Purchase Agreement"). In accordance with the Purchase Agreement, Assignor wishes to assign the Trademark (as that term is defined below) to Assignee.

2.0 Assignment.

2.1 In consideration of and exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, sells, transfers and sets over unto Assignee its entire right, title and interest in and to the Mark and Registration set forth on Exhibit A attached hereto, including without limitation all common-law rights, throughout the world, together with the associated goodwill (the "Trademark"), and all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

3.0 Miscellaneous.

3.1 This Assignment shall be governed by, and construed and enforced in accordance with the laws of the State of California and the federal laws of the United States, without reference to principles of conflicts of law that might cause the laws of any other jurisdiction to apply.

3.2 This Assignment may be executed in counterparts, each of which, when executed, shall constitute one and the same agreement.

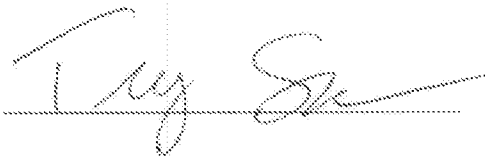
[Signature page follows.]

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the Assignor, has executed this Assignment below effective as of the Effective Date.

ASSIGNOR:

SEARCH OPTICS, INC.

By:
Name:
Title:



Troy Smith, President

[Signature Page to Trademark Assignment -- Search Optics, Inc.]

TRADEMARK
REEL: 004798 FRAME: 0402

Exhibit A

Trademark

Mark	Serial/Registration Number	Country
UPTRACS	Serial No. 77756,800 Reg. No. 3,736,705	U.S.