

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atlanta Auto Tracker, Inc.		01/01/2012	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ProconGPS, Inc.		
<b>Street Address:</b>	2035 Lakeside Centre Way, Suite 125		
<b>City:</b>	Knoxville		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37922		
<b>Entity Type:</b>	CORPORATION: TENNESSEE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3489752	ELITETRAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8655234478		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	865-546-4305		
<b>Email:</b>	MCrockett@Luedeka.com		
<b>Correspondent Name:</b>	Mark P. Crockett		
<b>Address Line 1:</b>	P.O. Box 1871		
<b>Address Line 4:</b>	Knoxville, TENNESSEE 37901		
<b>ATTORNEY DOCKET NUMBER:</b>	69259.M1		
<b>NAME OF SUBMITTER:</b>	Mark P. Crockett		
<b>Signature:</b>	/Mark P. Crockett/		
<b>Date:</b>	09/13/2013		

CH \$40.00 3489752

**Total Attachments: 4**

source=69259m1-topto-20130913-TMAssignment#page1.tif

source=69259m1-topto-20130913-TMAssignment#page2.tif

source=69259m1-topto-20130913-TMAssignment#page3.tif

source=69259m1-topto-20130913-TMAssignment#page4.tif

**TRADEMARK ASSIGNMENT AGREEMENT**

This Trademark Assignment Agreement (the "Agreement") is made and entered into on this 1<sup>st</sup> day of January, 2012, by and between ATLANTA AUTO TRACKER, INC., a Georgia corporation, d/b/a Elite Track ("Assignor") and PROCONGPS, INC., a Tennessee corporation ("Assignee").

**WITNESSETH**

WHEREAS, the Assignor owns, has adopted and used in commerce certain trademarks, including, but not limited to, the list of marks set forth on Exhibit A to this Agreement (collectively, the "Trademarks");

WHEREAS, Assignee is acquiring the assets of EliteTrak pursuant to that certain Asset Purchase Agreement of even date herewith by and between Assignor and Assignee (the "Asset Purchase Agreement"); and

WHEREAS, the Assignor has agreed to assign and the Assignee has agreed to acquire all of the Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof pursuant to the Asset Purchase Agreement.

NOW, THEREFORE, in consideration of these premises, \$10.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The Assignor hereby assigns, transfers, and conveys onto the Assignee and its successors and assigns all of Assignor's right, title, and interest in and to the Marks, both registered and common law, the goodwill of the business symbolized thereby and associated therewith, and the right to recover damages and profits for past, present, or future infringement thereof.
2. The Assignor hereby authorizes and requests the Commissioner for Patents and Trademarks to transfer the Marks to the Assignee.
3. The Assignor agrees to execute all papers and to perform such other proper acts as the Assignee may deem necessary to secure for the Assignee or its designee the rights herein assigned including but not limited to any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith necessary to perfect such rights, title, and interests in the Assignee, its successors, assigns, and legal representatives.
4. The Assignor agrees to communicate with the Assignee, or its successors, assigns, and legal representatives, any facts known to the Assignor respecting the Marks and, when requested, without charge to but at the expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to vest title in the Assignee and to aid the Assignee, its successors, assigns, and legal representatives to obtain and enforce proper protection for the Marks in all countries.
5. The Assignor represents and warrants that at the time of execution and delivery of this Agreement: (a) all the information contained in Exhibit A herein is correct; and (b) the

Assignor exclusively owns all rights in the Marks without any encumbrances and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein.

6. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and the State of Tennessee.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Agreement effective as of the date set forth above.

**ASSIGNEE:**

**PROCONGPS, LLC.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ASSIGNOR:**

**ATLANTA AUTO TRACKER, INC., a  
Georgia corporation d/b/a Elite Trak.**

By: 

Name: Christopher M. Ellison

Title: President

Int. Cl.: 9

Prior U.S. Cls.: 21, 23, 26, 36, and 38

**United States Patent and Trademark Office**

Reg. No. 3,489,752

Registered Aug. 19, 2008

**TRADEMARK  
PRINCIPAL REGISTER**

# EliteTrak

ATLANTA AUTO TRACKER, INC. (GEORGIA  
CORPORATION)  
333 VETERANS MEMORIAL HWY  
MABLETON, GA 30126

FIRST USE 6-20-2007; IN COMMERCE 6-20-2007.

FOR: WIRELESS DEVICES FOR NAVIGATION,  
COMMUNICATION AND LOCATION DETERMI-  
NATION, NAMELY, PORTABLE ELECTRONIC  
UNITS THAT COMBINE GPS AND WIRELESS  
TECHNOLOGIES FOR DETERMINING LOCATION  
INFORMATION AND COMMUNICATING THE LO-  
CATION INFORMATION, IN CLASS 9 (U.S. CLS. 21,  
23, 26, 36 AND 38).

THE MARK CONSISTS OF STANDARD CHAR-  
ACTERS WITHOUT CLAIM TO ANY PARTICULAR  
FONT, STYLE, SIZE, OR COLOR.

SN 77-195,207, FILED 6-1-2007.

LINDA E. BLOHM, EXAMINING ATTORNEY

**EXHIBIT A**

**U.S. REGISTERED TRADEMARKS**

<b>MARK</b>	<b>APPL NO.</b>	<b>REGISTRATION NO.</b>	<b>GOODS/ SERVICES</b>
EliteTrak		3,489,752	Services

555679v1