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
RouteSmith LLC		07/15/2008	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	Runzheimer International Ltd.
Street Address:	1 Runzheimer Parkway
City:	Waterford
State/Country:	WISCONSIN
Postal Code:	53185
Entity Type:	CORPORATION: WISCONSIN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	3358976	ROUTESMITH
Registration Number:	3358994	ROUTEMENOW

CORRESPONDENCE DATA

Fax Number: 2627831211
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 262 783-1300
Email: rkmip@rkmiplaw.com
Correspondent Name: Ryan Kromholz & Manion, S.C.
Address Line 1:   P O Box 26618
Address Line 2:   John M. Manion
Address Line 4:   Milwaukee, WISCONSIN   53226-0618

ATTORNEY DOCKET NUMBER:	7114;22236,7
NAME OF SUBMITTER:	John M. Manion

OP $65.00 3358976

Signature:	/John M. Manion/
Date:	12/18/2013

Total Attachments: 3
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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT ("Agreement") is made and entered into as of the 15th day of July, 2008, by and among RUNZHEIMER INTERNATIONAL LTD., a Wisconsin corporation (the "Buyer"), PORT 443 LLC (f/k/a ROUTESMITH LLC), a Colorado limited liability company (the "Seller"), and certain of the direct and indirect owners of the Seller as set forth as a signatory hereto (each, a "Member" and together, the "Members").

WITNESSETH:

WHEREAS, the Seller is engaged in the professional route optimization, delivery management and dispatch software business (the "Subject Business"); and

WHEREAS, the Seller desires to sell the Subject Business and substantially all of the assets employed by the Seller in connection with the Subject Business to the Buyer and the Buyer desires to purchase the Subject Business and such assets from the Seller on the terms and conditions set forth herein; and
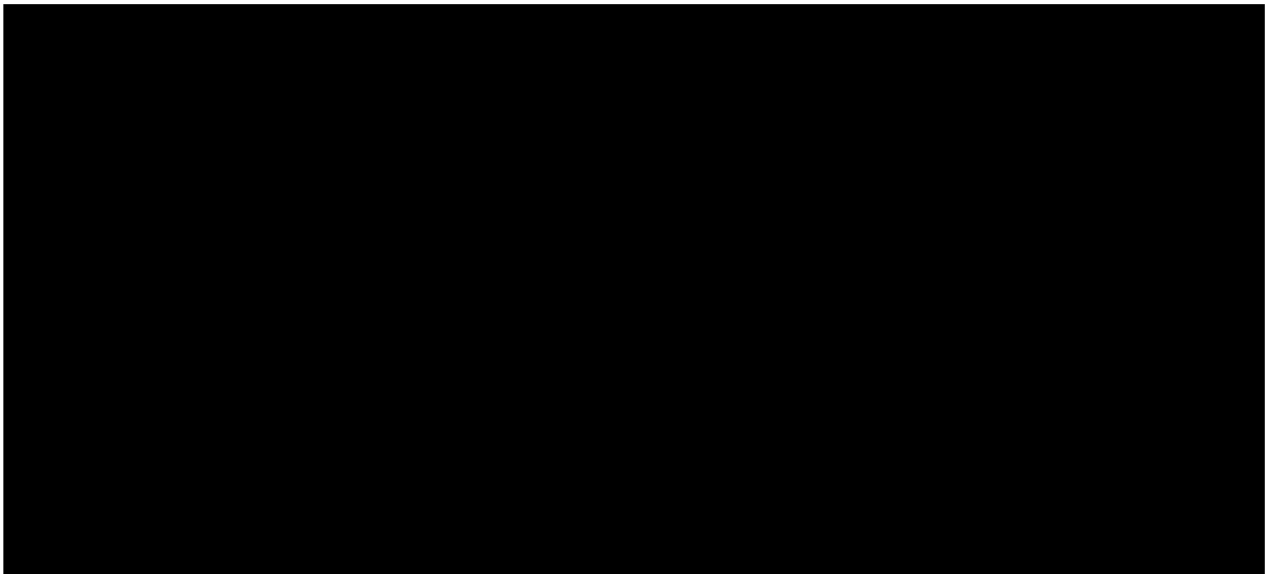
WHEREAS, the Members will benefit financially from the transactions contemplated herein and desire to consummate such a purchase and sale.

NOW, THEREFORE, the Buyer, the Seller and the Members, in consideration of the mutual promises hereinafter set forth, do hereby promise and agree as follows:
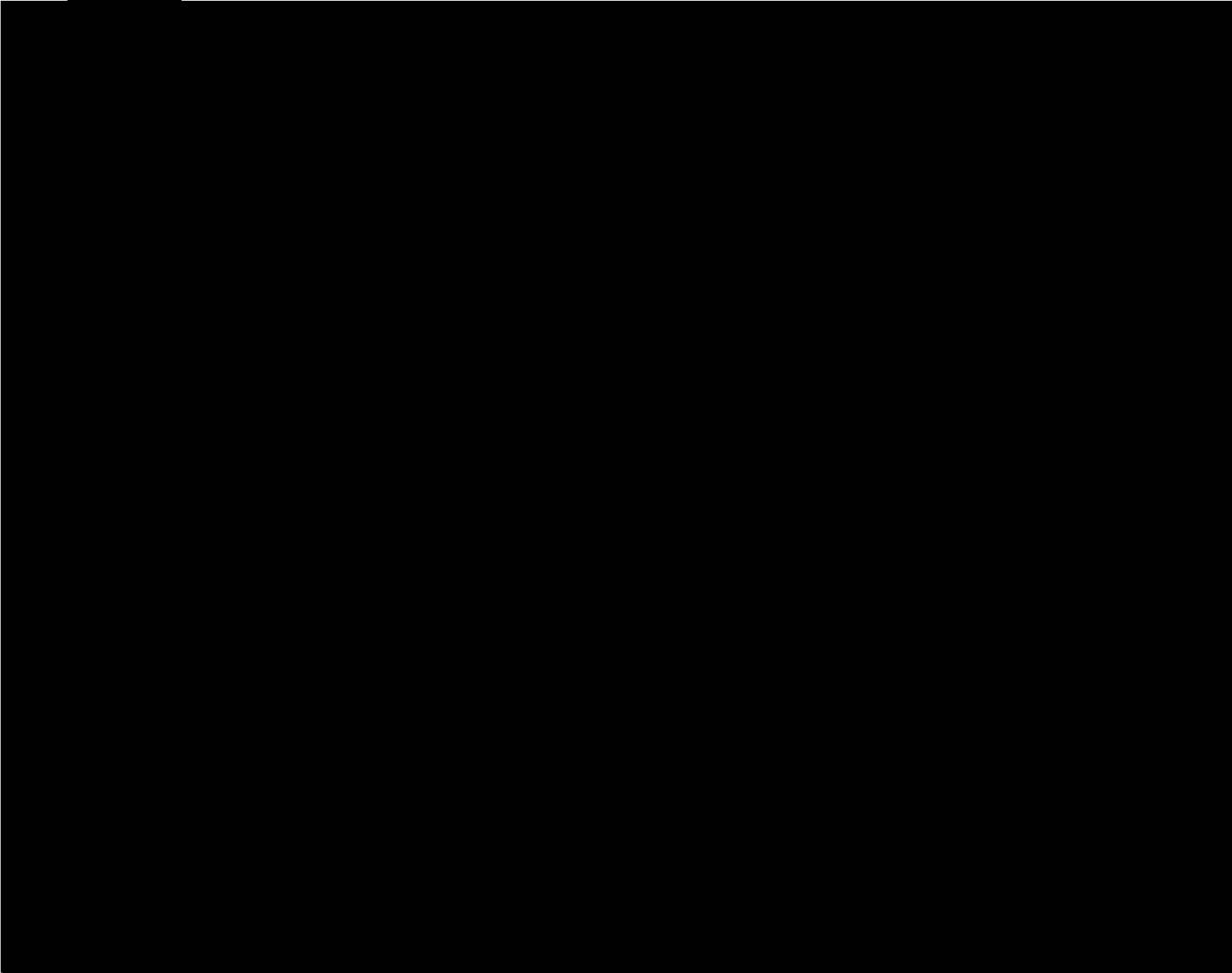
ARTICLE I
Assets To Be Purchased

1.1.   Subject Assets. Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller substantially all of the assets owned or employed by the Seller in connection with the operation of the Subject Business other than the Excluded Assets (as defined in Section 1.2, below), including, without limitation, the following:

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(i) All patents, patent applications, trademarks, trademark registrations and any applications therefor, service marks, service mark registrations and any applications therefor, copyrights, copyright registrations and applications therefor, whether issued or pending, and all logos, trade names, product specifications, inventions, improvements, trade secrets and technical knowledge along with all other similar interests relating to the operation of the Subject Business to which the Seller has any right of ownership, use or otherwise, including, without limitation, those items listed on Schedule 4.5(a);

(j) The goodwill of the Subject Business;

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Section 4.5

Intellectual Property

(a)

   (i) None.

   (ii)

   A.   RouteSmith (aka RouteSmith Standard and RouteSmith Pro)

   B.   RouteMeNow

7