

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM304347

<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>
SKYWAY SYSTEMS, INC.		12/31/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	INILEX, INC.		
<b>Street Address:</b>	4908 East McDowell Road		
<b>Internal Address:</b>	Suite 103		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85008		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3456618	SAFE. SMART. CONNECTED.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4809949025		
<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>	4809949888		
<b>Email:</b>	shartway@ngtechlaw.com		
<b>Correspondent Name:</b>	The Noblitt Group, PLLC		
<b>Address Line 1:</b>	8800 North Gainey Center Drive		
<b>Address Line 2:</b>	Suite 279		
<b>Address Line 4:</b>	Scottsdale, ARIZONA 85258		
<b>ATTORNEY DOCKET NUMBER:</b>	10217.0800		
<b>NAME OF SUBMITTER:</b>	Daniel J. Noblitt		
<b>SIGNATURE:</b>	/djn/		
<b>DATE SIGNED:</b>	05/13/2014		
<b>Total Attachments: 24</b>			
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<b>TRADEMARK</b>			

OP \$40.00 3456618

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## BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT

This Bill of Sale, Assignment and Assumption Agreement dated as of December 31, 2008 (this "Bill of Sale") is made by and among Inilex, Inc. ("Buyer") and the undersigned individuals and entities (collectively the "Sellers" and individually a "Seller"), and is executed and delivered in furtherance of Section 2 of that certain Agreement dated as of even date herewith, (the "Agreement") by and among each of the Sellers (as the "Holders" therein) and Buyer. All capitalized terms not defined herein shall have the meanings assigned to them in the Agreement.

In consideration of the mutual promises and other actions described in the Agreement, each Seller hereby grants, sells, conveys and delivers to Buyer, and Buyer hereby purchases and accepts from Sellers (individually and jointly, as the case may be) and Buyer acknowledges receipt of all of each Seller's right, title and interest (whether the same be several or joint, or mixed) in and to all the assets of Skyway Systems, Inc. ("Skyway"), which assets comprise all of the Collateral referred to in the Agreement, including, without limitation, the following property, in each case whether now or hereafter existing or arising or in which Skyway has at any time had, and in which Sellers and each of them now has or hereafter owns, acquires or develops an interest, and wherever located:

- (i) Accounts;
- (ii) Chattel Paper and Electronic Chattel Paper;
- (iii) Deposit Account;
- (iv) Documents;
- (v) Equipment;
- (vi) Fixtures;
- (vii) Goods;
- (viii) Instruments, including Promissory Notes;
- (ix) Investment Property;
- (x) Letter of Credit Rights;
- (xi) Inventory;
- (xii) Software;
- (xiii) all patents, trademark, patent applications and trademark applications, domestic or foreign, all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such patents, trademark, patent applications and trademark applications as described below), all rights to sue for past, present or future infringement thereof, all rights arising therefrom and pertaining thereto and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof;
- (xiv) all General Intangibles and all intangible intellectual or other similar property formerly owned by Skyway and which was included in the Collateral, of any kind or

nature, associated with or arising out of any of the aforementioned properties and assets and not otherwise described above; and

(xv) all Proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Lenders are the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing.

This Bill of Sale is subject to all of the terms of the Agreement, and in the event of a conflict between the terms of this Bill of Sale and the Agreement, the terms of the Agreement shall control.

Each Seller hereby represents and warrants, severally and not jointly, that such Seller has good and marketable title to the foregoing assets, free and clear of any liens, pledges, security interests, conditional sales agreements, known claims or other Encumbrances of any kind or nature whatsoever, other than such rights as each of the other Sellers in its sole capacity, or all of the Sellers jointly, may have in the foregoing assets.

Each Seller hereby further represents and warrants that such Seller has full legal right and authority to sell, transfer, convey and assign the foregoing assets to Buyer, so that upon receipt of such property pursuant hereto, Buyer will have good and marketable title to the foregoing assets, free and clear of all Encumbrances, except Encumbrances of which such Seller has no knowledge, actual or constructive, except as otherwise disclosed.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS THEREUNDER, INCLUDING MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ARIZONA, WITHOUT GIVING EFFECT TO THE RULES OF CONFLICTS OF LAWS THEREOF.

This Bill of Sale may be executed in separate counterparts each of which when so executed shall be an original, but all of such counterparts shall constitute but one and the same instrument.

[signature page follows]

IN WITNESS WHEREOF, Sellers and Buyer have executed this Bill of Sale as of the date first written above.

**BUYER:**

**Inilex, Inc.**

By: \_\_\_\_\_  
Mr. Scott Ferguson  
Chief Executive Officer

**SELLERS:**

**Sam Pack's Five Star Ford, Ltd.**

By: \_\_\_\_\_  
Name: Sam Pack  
Title: President

**SiH-Terhar Motors, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

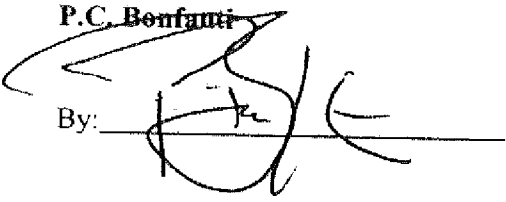
**John A Terhar, Jr**

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

**RMH Properties, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

~~P.C. Bonfatti~~

By: 

**McDeal Investments LLLP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Boeckmann Family Rev. Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Attila J. Wagner Revocable Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**A.J. Wagner & Associates LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Henry Hansel & Gary S. Pleau LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**P.C. Boufanti**

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

**McDeal Investments LLLP**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**The Boeckmann Family Rev. Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Atila J. Wagner Revocable Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**A.J. Wagner & Associates LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Henry Hunsel & Gary S. Pleau LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**P.C. Bonfanti**

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

**McDeal Investments LLLP**

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

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

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

**The Boeckmann Family Rev. Trust**

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

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

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

**Attila J. Wagner Revocable Trust**

By: Attila J. Wagner

Name: ATTILA J WAGNER

Title: Trustee

**A.J. Wagner & Associates LLC**

By: A. J. Wagner

Name: A. J. WAGNER

Title: President & CEO

**Henry Hansel & Gary S. Pleau LLC**

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

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

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



Attila J. Wagner Revocable Trust

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

A.J. Wagner & Associates LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Henry Hansel & Gary S. Plouffe LLC

By:   
Name: HENRY HANSEL  
Title: M.E.M.B.E.R.

Entheon L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Barnwallis LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Vinit Nijhawan

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

E-M Technology

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

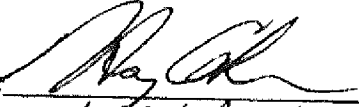
Roy G. Parry

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

Michael D. Jordan

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

**Entheos L.C.**

By:   
Name: HARRY COHEN  
Title: OWNER

**Barnwallis LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Vinit Nijhawan**

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

**E-M Technology**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Roy G. Perry**

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


**Michael D. Jordan**

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

**Entheos L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Barnwallis LLC**

By:   
Name: MARK STALDER  
Title: MANAGER

**Vinit Nijhawan**

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

**E-M Technology**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Roy G. Perry**

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

**Michael D. Jordan**

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

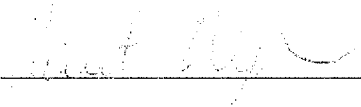
Entheos L.C.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Barnwallis LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Vinit Nijhawan

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

E-M Technology

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Roy G. Perry

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

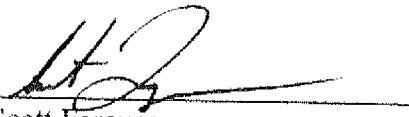
Michael D. Jordan

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

IN WITNESS WHEREOF, Sellers and Buyer have executed this Bill of Sale as of the date first written above.

**BUYER:**

**Inilex, Inc.**

By:   
Mr. Scott Ferguson  
Chief Executive Officer

**SELLERS:**

**E-M Technology**

By:  Dec. 5, 2008  
Name: Gerhard A. Koepf  
Title: Sole Proprietor

Bill of Sales

**Entheos L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Barnwallis LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Vinit Nijhawan**

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

**E-M Technology**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Roy G. Perry**

By: Roy G Perry \* less I/T equipment, has a bank lien against it. \*

**Michael D. Jordan**

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

PHOENIX/463796.3

④

**Entheos L.C.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Barnwallis LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Vinit Nijhawan**

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


**E-M Technology**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Roy G. Perry**

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

**Michael D. Jordan**

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

**Adelphi Capital**

By:   
Name: THOMAS J D'AMORE  
Title: PRESIDENT

**Larry Van Tuyl**

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

**Harry Cohen**

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

**Cerritos Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

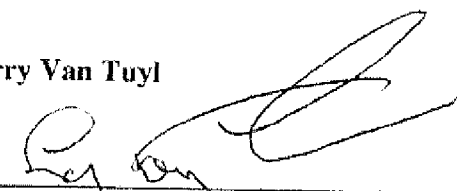

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**Adelphi Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Larry Van Tuyl**

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


**Harry Cohen**

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

**Cerritos Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Adelphi Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Larry Van Tuyl**

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

**Harry Cohen**

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

**Cerritos Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Adelphi Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


**Larry Van Tuyl**

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

**Harry Cohen**

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

**Cerritos Ford, Inc.**

By:  \_\_\_\_\_  
Name: MICHAEL P. GILLIGAN  
Title: E.V.P. GENERAL MANAGER

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Adelphi Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Larry Van Tuyl**

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

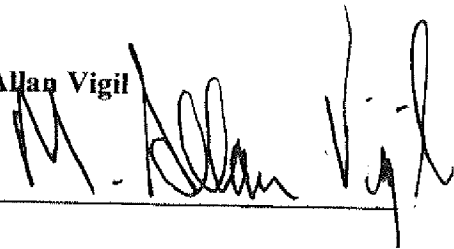
**Harry Cohen**

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

**Cerritos Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Adelphi Capital**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Larry Van Tuyl**

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

**Harry Cohen**

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


**Cerritos Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**M. Allan Vigil**

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

**H. Gary Ackerman Family Trust**

By:  \_\_\_\_\_  
Name: H. Gary Ackerman  
Title: Trustee

**G. Michael Ferris**

By: G. Michael Ferris

**Sanderson Ford, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

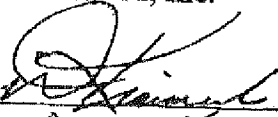
**McCallan Properties LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**G. Michael Ferris**

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

**Sanderson Ford, Inc.**

By:   
Name: David Kameda  
Title: President

**McCallan Properties LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**G. Michael Ferris**

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


**Sanderson Ford, Inc.**

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

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

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

**McCallan Properties LLC**

By:   
Name: TOM B. McCallan Jr.  
Title: MANAGING MEMBER



Trademarks

Mark	Filing Date	Serial Number
SkyWay, along with its associated Logo/font	Registered Oct. 7, 2008	Reg.No. 3,510,653
SAFE. SMART. CONNECTED.	Registered July 1, 2008	Reg.No. 3,456,618

Patents

Patent Title	Filing Date	U.S. Patent Application Serial No.
System and Method for Provisioning a Vehicle Interface Module	December 19, 2006	11/613,047
METHODS AND SYSTEMS FOR USER CONFIGURABLE EMBEDDED TELEMATICS SERVICE ARCHITECTURE	December 4, 2007	PCT/US07/86406

IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the date first set forth above.

**Inilex, Inc.**

By: /s/ Scott Ferguson  
Name: Scott Ferguson  
Title: CEO

**Sam Pack's Five Star Ford, Ltd.**

By: /s/ Sam Pack  
Name: Sam Pack  
Title: President

**Sill-Terhar Motors, Inc.**

By: /s/ J.A. Terhar, Jr.  
Name: J.A. Terhar, Jr.  
Title: President

**John A Terhar, Jr**

By: /s/ J.A. Terhar, Jr.

**RMH Properties, Inc.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**P.C. Bonfanti**

By: /s/ P.C. Bonfanti

*Note: Original signature pages are on file in the offices of Inilex, Inc. and copies will be provided to any signatory upon request.*