

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM376428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ENGAGE TRANSPORTATION MANAGEMENT SYSTEMS, INC.		12/15/2011	Corporation: TENNESSEE
RECEIVING PARTY DATA			
Name:	Source Consultants, LLC		
Street Address:	2458 Newport Blvd #109		
City:	Costa Mesa		
State/Country:	CALIFORNIA		
Postal Code:	92626		
Entity Type:	Limited Liability Company: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2993701	INTELLISHIP	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	503-854-4112		
Email:	tmsupport@breanlaw.com		
Correspondent Name:	Luke Brean		
Address Line 1:	P.O. Box 4120, ECM #72065		
Address Line 4:	Portland, OREGON 97208		
NAME OF SUBMITTER:	Luke Brean		
SIGNATURE:	/LB/		
DATE SIGNED:	03/11/2016		
Total Attachments: 4			
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OP \$40.00 2993701

BILL OF SALE

Date: December 15, 2011

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Engage Transportation Management Systems, Inc. ("**Seller**") hereby sells, transfers and assigns to Source Consultants, LLC ("**Buyer**"), and Buyer hereby accepts delivery of, all the right, title and interest of Seller in the property (the "Acquired Assets") described on attached Exhibit A.

1. **Representations and Warranties of Seller.** Seller represents and warrants to Buyer as follows:

- (a) Seller acquired the Acquired Assets in a disposition pursuant to the California Uniform Commercial Code, such acquisition being evidenced by a Transfer Statement in the form attached as Exhibit B.
- (b) Seller has such title to the Acquired Assets as it received pursuant to such disposition. Seller has not transferred or encumbered any interest in the Acquired Assets.

2. **Disclaimer of Warranties.** EXCEPT FOR THOSE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 2 ABOVE, BUYER AGREES THAT THE COLLATERAL IS TRANSFERRED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO TITLE, POSSESSION, QUIET ENJOYMENT, MERCHANTABILITY, VALUE, USEFUL LIFE, FITNESS FOR INTENDED USE, OR SIMILAR REPRESENTATIONS AND WARRANTIES. BUYER AGREES THAT THE COLLATERAL IS PLACED AT BUYER'S DISPOSAL IN "AS IS" AND "WHERE IS" CONDITION.

3. **Independent Inspection.** Buyer acknowledges that it has inspected and evaluated the Collateral and is aware of and relies solely on its knowledge of the value and condition of the Collateral. Buyer agrees that Seller has not made any representation, warranty, statement of fact, or expression of opinion to Buyer with regard to the Collateral, except as stated herein, and are not now and were not previously under any duty to do so. Buyer agrees that the Seller has not made any warranty or affirmation of fact, promise, description, model or sample of the Collateral.

4. **Taxes and any Other Charges Related to the Sale.** Buyer shall be responsible for all sales, use, gross receipts, registration, transfer, stamp duty, and similar taxes and notarial

fees ("**Transfer Taxes**") assessed or payable in connection with or attributable to the sale of the Collateral to Buyer under this Seller Bill of Sale.

5. **Counterparts.** This instrument may be executed in counterparts, and each counterpart shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned. This instrument may be executed by facsimile signature or other means of electronic transmission, and such signature shall be treated as a fully enforceable signature hereto.

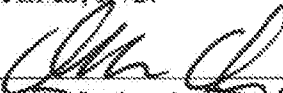
[Signature Page Follows]

[Signature Page to Seller Bill of Sale]

IN WITNESS WHEREOF, the parties have executed and delivered this Seller Bill of Sale as of the date first above written.

Seller:

ENGAGE TRANSPORTATION MANAGEMENT
SYSTEMS, INC.

By: 
Name: DAMON
Title: PRESIDENT & CEO
AL

Buyer:

SOURCE CONSULTANTS, LLC

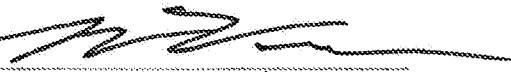
By: 
Name: Luke Kupersmith
Title: President

Exhibit "A"
To
Bill Of Sale

ACQUIRED ASSETS

The Acquired Assets consist of all of the property of American Transportation Exchange, Inc. that Seller acquired from Montage Capital, LLC, as evidenced by the Transfer Statement, including without limitation: (a) all machinery, equipment and hardware (including, without limitation, hardware, laptops, servers, machinery, and furniture); (b) Seller's website, website code, website domain(s); (c) third party software and related intellectual property; and (d) technologies relating to the Engage Transportation Management System software solution, (which includes but is not limited to the software programs Halo, Intelliship, Engage Audit, and Halo-3PL, the underlying source code, updates, all past versions, functionality, screen layouts, graphics, reports, training tools, technical specification information, diagrams, know-how, designs, modifications, improvements, reports generated, and documentation related to the software).