

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM513748

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cartasite LLC		03/01/2019	Limited Liability Company: KANSAS
RECEIVING PARTY DATA			
Name:	Geoforce, Inc.		
Street Address:	750 Canyon Drive		
Internal Address:	Suite 140		
City:	Coppell		
State/Country:	TEXAS		
Postal Code:	75019		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5570608	RUNTIME	
Registration Number:	5570607	SAFECONNECT	
Serial Number:	87806939	STRIVESAFE	
Registration Number:	5143583	DRIVETIME	
Registration Number:	5201888	GLOBAL TAG	
Registration Number:	4674133	VAPORLOCK	
Registration Number:	5200117	HOMESAFE	
Registration Number:	4883766	WORLDVIEW	
Registration Number:	4502438	ROVR	
Registration Number:	3394925	CARTASITE	
Registration Number:	4573093	SMARTFIELD	
CORRESPONDENCE DATA			
Fax Number:	9726283616		
<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:	972-628-3600		
Email:	trademarks@munckwilson.com		
Correspondent Name:	Amanda K . Greenspon		

OP \$290.00 5570608

Address Line 1: P.O. Drawer 800889
Address Line 2: Docket Clerk
Address Line 4: Dallas, TEXAS 75380

ATTORNEY DOCKET NUMBER:	GEOF01-00028
NAME OF SUBMITTER:	Amanda K. Greenspon
SIGNATURE:	/AKG-jads/
DATE SIGNED:	03/11/2019

Total Attachments: 4
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is executed as of March 1, 2019 ("Effective Date"), by Cartasite, LLC, a Kansas limited liability company ("Assignor"), for the benefit of Geoforce, Inc., a Delaware corporation ("Assignee"). Capitalized terms not defined in this Assignment shall have the meaning assigned to such term in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in, to and under the trademark registrations and applications identified in Exhibit A attached hereto, including the goodwill associated therewith and the rights and privileges used in the conduct of the Business (collectively, the "Trademarks"), and all claims for past or future infringement thereof;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the "Asset Purchase Agreement"); and

WHEREAS, in accordance with Asset Purchase Agreement, Assignor now desires to assign all right, title and interest in, to and under the Trademarks to Assignee;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. **Assignment.** hereby sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns all of Assignor's rights, titles and interests in, to and under the Trademarks, including:

(i) all goodwill associated with the Business related to the Trademarks together with all rights to use, license and otherwise exploit the Trademarks;

(ii) any and all registered trademarks and trademark applications of the United States that have been or may be granted or filed, respectively, with respect to the Trademarks;

(iii) all foreign trademarks that may claim priority based on and correspond to the Trademarks listed in Exhibit A;

(iv) all income, royalties, damages and payments hereafter due or payable to the Assignor with respect to the Trademarks, including, without limitation, unpaid damages and payments for past, present and future infringements of any Trademark;

(v) all rights in and under the Trademarks to the fullest extent allowed by law as fully as the Assignor would have held the same in the absence of this assignment; and

(vi) all rights to sue and recover damages and payments for past, present and future infringements or dilution of any of the Trademarks, including, without limitation, the right to fully and entirely replace the Assignor in all related matters.

2. **Further Assurances.** Assignor hereby authorizes Assignee to record this Assignment with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office, with respect to the Trademarks. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or

documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned

3. **No Modification.** Nothing expressed or implied in this Assignment shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions of the Asset Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Asset Purchase Agreement. In the event of any conflict between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

4. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Governing Law.** THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS OR RULE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives to be effective for all purposes as of the Effective Date.

ASSIGNOR:

CARTASITE, LLC

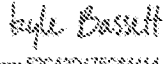
DocuSigned by:
By: 
F2C43D5475C84414.....
Kyle Bassett
Chief Executive Officer

EXHIBIT A

Trademark Registrations/Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application/ Registration No.</u>	<u>App/Reg Date</u>
Cartasite, LLC	United States	RUNTIME	5570608	9/25/2018
Cartasite, LLC	United States	SAFECONNECT	5570607	9/25/2018
Cartasite, LLC	United States	STRIVESAFE	87806939	2/22/2018
Cartasite, LLC	United States	DRIVETIME	5143583	10/14/2017
Cartasite, LLC	United States	GLOBAL TAG	5201888	5/09/2017
Cartasite, LLC	United States	VAPORLOCK	4674133	1/20/2015
Cartasite, LLC	United States	HOMESAFE	5200117	5/9/2017
Cartasite, LLC	United States	SMARTFIELD	4573093	1/22/2014
Cartasite, LLC	United States	WORLDVIEW	4883766	1/12/2016
Cartasite, LLC	United States	ROVR	4502438	3/25/2014
Cartasite, LLC	United States	CARTASITE	3394925	3/11/2008

Exhibit A to Trademark Assignment

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RECORDED: 03/11/2019

**TRADEMARK
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