

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM617552

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Geometrix Rail Logistics Inc.		11/30/2020	Corporation: CANADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Amsted Digital Solutions Inc.		
<b>Street Address:</b>	300 Willowbrook Lane, Suite 320		
<b>City:</b>	West Chester		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19382		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4453261	GEOMETRIX RAIL LOGISTICS	
<b>Registration Number:</b>	4453259	GEOMETRIX	
<b>Registration Number:</b>	4453260		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036848206		
<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>			
<b>Phone:</b>	703-684-6885		
<b>Email:</b>	Elisedelatorre@bbpatlaw.com		
<b>Correspondent Name:</b>	Theodore A. Breiner		
<b>Address Line 1:</b>	115 North Henry Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>NAME OF SUBMITTER:</b>	THEODORE A. BREINER		
<b>SIGNATURE:</b>	/Theodore A. Breiner/		
<b>DATE SIGNED:</b>	12/30/2020		
<b>Total Attachments: 6</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the “Assignment”), dated as of November 30, 2020, is made by **GEOMETRIX RAIL LOGISTICS INC.**, a company incorporated under the laws of Alberta (“GeoMetrix”), **EMPOWERED LOGISTICS LTD.**, a company incorporated under the laws of Canada (“Empowered Logistics”), **BENEDICT ASSOCIATES LTD.**, a company incorporated under the laws of Alberta (“Benedict Associates”) and **GEOMETRIX USA INC.**, a North Carolina company (“GeoMetrix USA” and collectively with GeoMetrix, Empowered Logistics and Benedict Associates, the “Assignors” and each an “Assignor”) in favor of **AMSTED DIGITAL SOLUTIONS INC.**, a Delaware company (the “Assignee”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Asset Purchase Agreement (as defined below).

WHEREAS, Amsted Canada Inc., a company incorporated under the laws of Canada, the Assignee and the Assignors are parties to that certain Asset Purchase Agreement dated of even date herewith (the “Asset Purchase Agreement”), pursuant to which the Assignors have agreed to sell, assign, transfer, convey, and deliver to the Assignee all of the Assignors’ right, title, and interest in and to the Assigned Trademarks (defined below) held thereby, pursuant to the terms, conditions and restrictions of the Asset Purchase Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignors and the Assignee have agreed to enter into this Assignment.

NOW, THEREFORE, in consideration of the promises and covenants set forth in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Conveyance. The Assignor hereby sells, assigns, transfers, conveys, and delivers to the Assignee all of the Assignor’s right, title and interest in and throughout the United States of America, its territories and all foreign countries, in, to and under the trademark registrations and trademark applications listed on Schedule A hereto held by the Assignor, and the goodwill associated therewith and symbolized thereby, including renewals therefor (collectively, the “Assigned Trademarks”), together with all rights relating thereto, including, without limitation, all rights to renew, reproduce, distribute and display the Assigned Trademarks, and all rights to collect royalties, products and proceeds in connection with any of the foregoing, and all rights to sue and bring other claims for past, present and future infringement, misappropriation or other violation of any of the foregoing and all rights to recover damages (including attorneys’ fees and expenses) or lost profits in connection therewith. To the extent the Assignor retains any right, title or interest in or to the Assigned Trademarks that cannot be assigned to the Assignee pursuant to this Assignment, then the Assignor shall waive for all time any claims that the Assignor may have concerning the Assigned Trademarks. The Assignor shall make no further use of the Assigned Trademarks for its own benefit or the benefit of another, nor shall the Assignor challenge the Assignee’s use of the Assigned Trademarks after the date of this Assignment.

2. Recordation. The Assignor hereby requests the United States Patent and Trademark Office and any other applicable governmental entity or registrar (including any applicable foreign or international office or registrar), to record the Assignee as the assignee and owner of the Assigned Trademarks.

3. Information and Assistance.

3.1 Upon the Assignee’s reasonable request and without further compensation, the Assignor shall execute, acknowledge and deliver all such other instruments and documents and shall take all such other actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment.

3.2 If the Assignee is unable for any reason to secure the Assignor's signature to any document required to file, prosecute, register or execute any Assigned Trademarks or to memorialize the assignment of any rights under any Assigned Trademarks as provided under this Assignment, the Assignor hereby irrevocably designates and appoints the Assignee (and any assignee or successor thereto) and the Assignee's (and any assignees' or successors' thereto) duly authorized officers and agents as the Assignor's agents and attorneys-in-fact to act for and on the Assignor's behalf and instead of the Assignor to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance and enforcement of rights under the Assigned Trademarks, all with the same legal force and effect as if executed by the Assignor. The foregoing is deemed a power coupled with an interest and is irrevocable.

4. Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by the Assignor (whether by operation of Law or otherwise) without the prior written consent of the Assignee. This Assignment and all the provisions hereof shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein express or implied shall give or be construed to give to any person, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile or electronic transmission) in two or more counterparts, each of which when executed and delivered shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. Section Headings. The section headings contained in this Assignment are for reference purposes only, and shall not in any way affect the meaning or interpretation of this Assignment.

7. Asset Purchase Agreement Controls. This Assignment is provided pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Assignors and the Assignee with respect to the Assigned Trademarks. Nothing contained in this Assignment shall be deemed to modify, supersede, enlarge, limit or affect the rights of any person under the Asset Purchase Agreement. If any provision of this Assignment is inconsistent or conflicts with the Asset Purchase Agreement, the Asset Purchase Agreement shall control.

8. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of Delaware other than conflict of laws principles thereof directing the application of any law other than that of Delaware.

*[Signatures appear on next page]*

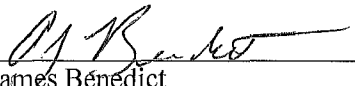
IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the date first written above.

ASSIGNORS:

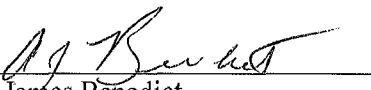
**GEOMETRIX RAIL LOGISTICS INC.**

By: \_\_\_\_\_  
Name: Jason Michael Benedict  
Title: Director

**EMPOWERED LOGISTICS LTD.**

By:   
Name: Albert James Benedict  
Title: Director

**BENEDICT ASSOCIATES LTD.**

By:   
Name: Albert James Benedict  
Title: Director

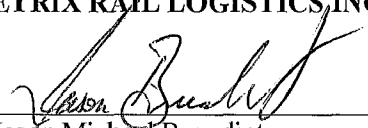
**GEOMETRIX USA INC.**

By: \_\_\_\_\_  
Name: Jason Michael Benedict  
Title: Director

IN WITNESS WHEREOF, the undersigned have caused this Trademark Assignment to be executed, effective as of the date first written above.

ASSIGNORS:

**GEOMETRIX RAIL LOGISTICS, INC.**

By:   
Name: Jason Michael Benedict  
Title: Director

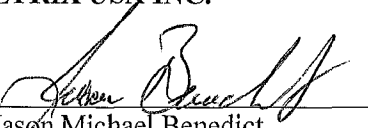
**EMPOWERED LOGISTICS LTD.**

By: \_\_\_\_\_  
Name: Albert James Benedict  
Title: Director

**BENEDICT ASSOCIATES LTD.**

By: \_\_\_\_\_  
Name: Albert James Benedict  
Title: Director

**GEOMETRIX USA INC.**

By:   
Name: Jason Michael Benedict  
Title: Director

Acknowledged and Accepted:

ASSIGNEE:

AMSTED DIGITAL SOLUTIONS INC.

By: Brad A. Myers  
Name: Brad A. Myers  
Title: Chief Operating Officer

## SCHEDULE A TO TRADEMARK ASSIGNMENT

### Canada Trademarks

1. Trademark No. 451278 (TrafficQuest)

### *GeoMetrix Rail Logistics Inc.*

### Canada Trademarks

1. Trademark No. 845728 (GeoMetrix Rail Logistics)
2. Trademark No. 845730 (GeoMetrix)
3. Trademark No. 845729 (GeoMetrix graphic representation, see below):



### US Trademarks:

1. Trademark No. 4453261 registered December 24, 2013 and renewed on December 10, 2019 (GeoMetrix Rail Logistics)
2. Trademark No. 4453259 registered December 24, 2013 and renewed on December 10, 2019 (GeoMetrix)
3. Trademark No. 4453260 registered December 24, 2013 and renewed on December 10, 2019 (GeoMetrix graphic representation, see below):

