

05/04/2012



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U.S. PTO  
13/506525  
04/25/2012

**ASSIGNMENT RECORDATION FORM COVER SHEET  
PATENTS ONLY**

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

Darren Beams  
Neil Cawse

Additional name(s) of conveying party(ies) attached?  Yes  No

**2. Name and address of receiving party(ies)**

Name: Geotab Inc  
Internal Address:

Street Address: 1081 South Service Road  
City: Oakville  
Province: Ontario  
Country: Canada  
Postal Code: L6L 6K3

Additional names and addresses attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**

Execution Date(s)

- 1. April 20, 2012
- 2. April 20, 2012
- 3. April 20, 2012
- 4. April 20, 2012
- 5. April 20, 2012

- Merger  Assignment  Security Agreement
- Change of Name  Joint Research Agreement  Government Interest
- Assignment
- Executive Order 9424, Confirmatory License  Other

**4. Application or patent number(s):**

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached?  Yes  No

**5. Name and address to whom correspondence concerning document should be mailed:**

Name: James Kerr  
Internal Address:

Street Address: 1081 South Service Road  
City: Oakville  
State: Ontario  
Postal Code: L6L 6K3  
Phone Number: 1 519 852 2394  
Email Address: ~~patents@geotab~~  
Fax Number: 1 416 352 7432

*patents@geotab.com*

MRD 4-25-12

04/26/2012 CCHAU1 0000043 13506525  
06 FC:8021 40.00 OP

**PATENT  
REEL: 028206 FRAME: 0217**

6. Total number of applications and patents involved: one (1)

7. Total fee (37 CFR 1.21(h) & 3.41): \$40.

8. Payment Information

Authorized to be charged to deposit account

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

Enclosed, by Check

None required (government interest not affecting title)

9. Signature:

Signature:  \_\_\_\_\_

Name of Person Signing: James Kerr

Date: April 20, 2012

Total number of pages including cover sheet, attachments, and other documents, (Recordal form, Assignment, Assignee Statement and Statement copy of Assignment): 13

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

**Universal Assignment of Invention Rights, and a Concurrently Filed United States Patent Application by Canadian Employee Inventor(s).**

**THIS ASSIGNMENT** dated April 20, 2012 is made **BY and BETWEEN:**

**(1) We the undersigned,**

Darren Beams

Neil Cawse

(hereinafter jointly and severally, the Assignor(s)); and

**(2) Geotab Inc.,** having an office and place of business at 1081 South Service Road West, Oakville, Ontario, L6L 6K3 Canada (the Assignee).

**BACKGROUND**

The Assignor(s) is/are named as inventor(s) in connection with subject matter disclosed in an invention specification entitled Reversing Vehicle Remote Telematics Detection (hereinafter referred to as "the Invention(s)"), and have the obligation, and have agreed to, exclusively assign all Invention Rights including the unreserved and unfettered rights:

- to the Invention(s) and all Assignor's related intellectual (including "industrial") property works and rights (including without limitation Invention(s)-associated copyright or industrial design works, mask works, trade secrets, related inventions, or the like, collaterally developed in connection with the Invention(s) or useful in using or otherwise exploiting the Invention(s) or Invention Rights);
- to publish or to hold secret;
- to make, use, sell or offer for sale, and/or authorize others to make, use or sell, or to otherwise exploit the Invention(s) or other intellectual property works;
- to apply for, obtain and hold or abandon, or otherwise maintain or dispose of registrations (including by way of example only and otherwise without limitation, such rights as variously flow from utility patents, design patents, petty patents, inventors models, utility models, certificates of invention, patents of extension or the like) of Invention Rights without notice or obligation to Assignor(s);

- to develop, improve or modify the Invention(s) and/or other intellectual property works, and to own any and all resulting developments, improvements or modifications without notice or obligation to Assignor(s);  
to the Assignee on the terms set out in this Assignment.

**1. ASSIGNMENT**

In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor(s) by these presents confirms Assignors' obligation and agreement to assign, and the present assignment of, the Invention Rights to the Assignee, of all of Assignee's right, title and interest in and to the Invention(s) and the Invention Rights in general. The Assignor(s) hereby waives and/or forgives any and all other rights to additional or other consideration with respect to the subject matter hereof.

- 1.1 This assignment of the Invention Rights includes: the right to claim priority of invention; the right to claim convention priority and other patent filing priority rights; the right to prepare, file, prosecute, issue, hold, maintain or abandon, assert or refrain from asserting, to assign, license or exclude, to divest or otherwise dispose of applications for patents and patents based on the Invention(s) and/or other Invention Rights;
- 1.2 the full and exclusive benefit of any and all Patents issuing for the Invention Rights, including the right but not the obligation, to recover and take all such proceedings as Assignee in its sole discretion may deem necessary for the recovery of damages and/or to secure other remedies in respect of any and all infringements of such Patents, whether committed before or after the date of this Assignment.
- 1.3 This assignment is in addition to, and not in abrogation, diminishment or derogation of any and all other obligations of the Assignor to the Assignee in respect of the subject matter hereof. The Assignor acknowledges and agrees that the Assignor is and has been at all material times with respect to the subject matter hereof, an employee in Canada or otherwise contractually engaged by or on behalf of the Assignee to, inter alia, create and develop Invention Rights for the exclusive benefit of Assignee with respect to the subject matter hereof.
- 1.4 This assignment assigns all right title and interest in and to the Invention Rights as they relate to a United States patent application filed concurrently herewith, and titled: Reversing Vehicle Remote Telematics Detection together with the exclusive rights to any and all continuations, reissues,**

**divisional and re-examination applications and any patents or certificates or extensions and the like as may from time to time issue in connection therewith.**

**2. FURTHER ASSURANCE**

The Assignor will, at the request of the Assignee, execute or procure the execution of such documents and do or procure the doing of such acts and things as the Assignee may reasonably require to enable the Assignee, or its nominee, to enjoy the full benefit of the rights hereby assigned to it.

The Assignor hereby irrevocably waives all moral and/or neighboring rights or the like with respect to Assignee's and/or its successors, assignees and/or licensees dealings in anything assigned hereunder.

**3. WARRANTIES AND LIABILITY**

3.1 The Assignor(s) warrants to the Assignee that, in relation to the assignment in clause 1.1:

3.1.1 the Assignor(s) have the unfettered right to dispose of the Invention Rights in accordance with the terms hereof and that the Assignor it will, at no additional cost to Assignee, do all that it reasonably can to give the title that it purports to give; and

3.1.2 that the Invention Rights are free from all charges and encumbrances and rights of any third party (except those that the Assignor is unaware of or could not reasonably be aware of).

3.1.3 the Assignor(s) are unaware of any third party ownership or claim for any rights in the Invention Rights;

3.2 The Assignor does not give any warranty, representation or undertaking:

3.2.1 as to the efficacy or usefulness of the Invention Rights; or

3.2.2 that the Invention Rights are or will be valid or subsisting or (in the case of any application(s) for registration) will proceed to grant; or


3.2.3 that the use of the Invention Rights, the manufacture, sale or use of any product will not infringe any intellectual property or other rights of any other person; or

3.3 The Assignor(s) undertake to give the Assignee all reasonable assistance (at the Assignee's expense) in dealing with any third party claims with respect to the subject matter hereof.


4. **GOVERNING LAW**

This Assignment is governed by, and is to be construed in accordance with, Canadian law. The Canadian Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of or in connection with this Assignment.

**IN WITNESS** whereof the Assignor(s) and Assignee have executed this Assignment as a Deed the day and year first above written.

  
\_\_\_\_\_  
For Geotab Inc  
Neil Cawse - President

Assignor(s):  
  
\_\_\_\_\_  
Darren Beams

  
\_\_\_\_\_  
Neil Cawse

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