

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |

CONVEYING PARTY DATA

| Name | Execution Date |
|--------------------|----------------|
| Tramontane IP, LLC | 07/16/2012 |

RECEIVING PARTY DATA

| | |
|-------------------|-----------------|
| Name: | ActiveGPS, LLC |
| Street Address: | 719 W. Front St |
| Internal Address: | Suite 242 |
| City: | Tyler |
| State/Country: | TEXAS |
| Postal Code: | 75702 |

PROPERTY NUMBERS Total: 19

| Property Type | Number |
|---------------------|----------|
| Patent Number: | 7133775 |
| Patent Number: | 5964821 |
| Patent Number: | 5887269 |
| Patent Number: | 5774828 |
| Patent Number: | 5724316 |
| Patent Number: | 5627547 |
| Patent Number: | 6526268 |
| Patent Number: | 6728522 |
| Patent Number: | 7711348 |
| Patent Number: | 7865170 |
| Patent Number: | 7609203 |
| Patent Number: | 7180444 |
| Application Number: | 10090605 |
| Application Number: | 11542931 |

OP \$760.00 7133775

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|---------------------|----------|
| Application Number: | 10443289 |
| Application Number: | 10732971 |
| Application Number: | 11633157 |
| Patent Number: | 7526268 |
| Patent Number: | 7009558 |

CORRESPONDENCE DATA

Fax Number: 4087736177
 Phone: 866-877-4883
 Email: patents@tnfip.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Tarek N. Fahmi, APC
 Address Line 1: 84 W. Santa Clara St.
 Address Line 2: Suite 550
 Address Line 4: San Jose, CALIFORNIA 95113

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|-------------------------|---------------|
| ATTORNEY DOCKET NUMBER: | 11000361-TRAM |
|-------------------------|---------------|

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| NAME OF SUBMITTER: | Tarek N. Fahmi |
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Total Attachments: 3
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Exhibit A

Patent Assignment

EXECUTED ASSIGNMENT

THIS PATENT ASSIGNMENT AGREEMENT (the "*Agreement*"), is made and entered into this 16th day of July, 2012 (the "*Effective Date*"), by and between Tramontane IP, LLC, a State of Virginia limited liability company, of 2331 Mill Road, Suite 100, Alexandria, VA 22314 ("*Assignor*") and ActiveGPS, LLC, a State of Delaware limited liability company, of 719 W. Front St., Suite 242, Tyler, TX 75702 ("*Assignee*") (each a "*Party*" and collectively the "*Parties*").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the United States and foreign patents and patent application as listed on Schedule A (United States patent properties) and Schedule B (foreign patent properties) hereto (collectively the "*Patents*");

WHEREAS, Assignor and Assignee have agreed by a Deed of Assignment (the "*Deed of Assignment*") dated July 16th 2012, by and between Assignor and Assignee, the terms of which are incorporated herein by reference, that Assignor shall sell, transfer, assign and set over unto Assignee and Assignee shall accept, all rights, title and interest in and to the Patents as specified in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the Parties and pursuant to the Deed of Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

I. ASSIGNMENT

1. Assignor hereby sells, transfers, assigns and sets over to Assignee all rights, title and interest (for all countries) in and to the Patents, and all the rights and privileges under any letters patent that may be granted under any continuations, divisions, reissues, reexaminations, renewals and extensions thereof and thereon and all continuations, divisions, reissues, reexaminations, renewals and extensions thereof, and all applications for industrial property protection, including without limitation, all applications for patents and utility models, which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications and the right to claim for the same the priority rights derived from the Patents under the patent laws of the United States, the International Convention for the Protection of Industrial Property, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable; and all applications for industrial property protection, including, without limitation, all applications for patents and utility models which may hereafter be filed for said Patents in any country or countries, together with the right to file such applications; and all forms of industrial property protection, including, without limitation, patents, utility models, and inventors' certificates which may be granted for said Patents in any country or countries and all extensions, renewals and reissues thereof and any and all privileges, including the benefit of all attorney-client privilege and attorney work-product privilege.
2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any official of any country or countries foreign to the United States, whose duty is to issue patents or other evidence or forms of industrial property on applications as aforesaid, to issue the same to Assignee, its successors, assigns and legal representatives, or to such nominees as it may designate.

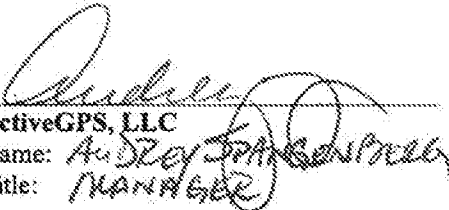
3. Assignor agrees that, whenever reasonably requested by Assignee, Assignor will take reasonable efforts to execute all papers, take all rightful oaths, and do all acts which may be reasonably necessary for securing and maintaining rights to the Patents in any country and for vesting title thereto in Assignee, its successors, assigns and legal representatives or nominees.
4. Assignor authorizes and empowers Assignee, its successors, assigns and legal representatives or nominees, to invoke and claim for any application for patent, the benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, or any other international agreement or the domestic laws of the country in which any such application is filed, as may be applicable, and to invoke and claim such right of priority without further written or oral authorization from Assignor.
5. Assignor hereby consents that a copy of this Agreement shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document that may be required in any country for any purpose and more particularly in proof of the right of Assignee or nominee to claim the aforesaid benefit of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.
6. All of the rights, title and interest in and to the Patents sold, transferred, assigned and set over to Assignee hereunder include all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action (whether in law or equity) and the right to sue, counterclaim, and recover for the past, present and future infringement of the rights assigned or to be assigned hereunder.

Assignor



By: Tramontane IP, LLC
Name: Douglas B. Croxall
Title: CEO

Assignee



By: ActiveGPS, LLC
Name: Audrey J. Anderson
Title: MANAGER

Schedule A
US Patents

United States Patent No. 7,133,775
United States Patent No. 5,964,821
United States Patent No. 5,887,269
United States Patent No. 5,774,828
United States Patent No. 5,724,316
United States Patent No. 5,627,547
United States Patent No. 6,526,268
United States Patent No. 6,728,522
United States Patent No. 7,711,348
United States Patent No. 7,865,170
United States Patent Application No. 10/780029
United States Patent Application No. 08/735305
United States Patent Application No. 08/586127
United States Patent Application No. 41/8809 (Abandoned)
United States Patent Application No. 53/3902 (Abandoned)
United States Patent Application No. 08/844628
United States Patent Application No. 41/9002 (Abandoned)
United States Patent Application No. 08/533904
United States Patent Application No. 08/418933
United States Patent Application No. 09/390794
United States Patent Application No. 09/390986
United States Patent Application No. 11/657261
United States Patent Application No. 12/154358
European Patent Application No. E.P. 1 566 612 A1
United States Patent No. 7,609,203
United States Patent Application No. 20070132635
United States Patent No. 7,180,444
United States Patent Application No. 20030169182
United States Patent Application No. 20080086266
United States Patent Application No. 20040236504
United States Patent Application No. 20050182563
United States Patent Application No. 20050131638
United States Patent Application No. 20080133133
United States Patent No. 7,526,268
United States Patent No. 7,009,558