

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2674239

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
THORNBERRY CONSULTING, INC	05/19/2011
RECEIVING PARTY DATA	
Name:	PICTOMETRY INTERNATIONAL CORP.
Street Address:	100 TOWN CENTRE DRIVE
City:	ROCHESTER
State/Country:	NEW YORK
Postal Code:	14623-4260
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	8515125
Application Number:	13750355
Patent Number:	8542880
Application Number:	13786699
Application Number:	14018943
CORRESPONDENCE DATA	
Fax Number:	(405)607-8686
Phone:	4056078600
Email:	mbrockhaus@dunlapcoddling.com,docketing@dunlapcoddling.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	DUNLAP CODDING, P.C.
Address Line 1:	P.O.BOX 16370
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73113
ATTORNEY DOCKET NUMBER:	6338.181, 6338.182,
NAME OF SUBMITTER:	MARC A. BROCKHAUS

Signature:	/marcabrockhaus/
Date:	01/09/2014
<b>Total Attachments: 7</b> source=6338140_Assignment#page1.tif source=6338140_Assignment#page2.tif source=6338140_Assignment#page3.tif source=6338140_Assignment#page4.tif source=6338140_Assignment#page5.tif source=6338140_Assignment#page6.tif source=6338140_Assignment#page7.tif	

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Intellectual Property Assignment Agreement ("*Agreement*") is entered into effective May 19, 2011 ("*Effective Date*") by and between Thornberry Consulting, LLC, an Indiana limited liability company (the "*Seller*"), and Pictometry International Corp., a Delaware corporation ("*Buyer*").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated May 19, 2011 executed by and between Seller and Buyer (the "*Asset Purchase Agreement*"), Seller has agreed to sell, assign, convey and otherwise transfer and Buyer has agreed to purchase and assume, the intellectual property more particularly described on Schedule 2.1(a)(iv) to the Asset Purchase Agreement ("*Intellectual Property*"), a copy of which is attached hereto; and

WHEREAS, the Asset Purchase Agreement obligates the parties to execute this Agreement to evidence the Seller's sale, assignment, conveyance, and transfer of the Intellectual Property to Buyer and Buyer's assumption of the Intellectual Property from Seller as an integral part of the transactions contemplated by the Asset Purchase Agreement ("*Transaction*").

NOW, THEREFORE, for the consideration set forth in the Asset Purchase Agreement, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

Seller hereby sells and assigns unto Buyer and its successors and assigns all of its respective right, title and interest in and to the Intellectual Property, to have and to hold the same unto the Buyer from and after the date hereof, without any representation, warranty or other liability of any kind on the part of Seller, other than as may be specifically set forth in the Asset Purchase Agreement and subject to the terms and conditions thereof.

The Seller covenants and agrees to execute and deliver, at the request of Buyer, such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request to more effectively consummate the assignments and assumptions contemplated by this Agreement.

In the event that Seller is unable or unwilling to execute and deliver such further instruments of transfer and assignment and to take such other action as Buyer may reasonably request, within thirty (30) days of receipt of such request by Buyer, to more effectively consummate the transfers and assignments contemplated by this Agreement, the Seller does hereby appoint Buyer and its successors and assigns as the Seller's true and lawful attorney in fact, and hereby authorize Buyer to execute, on behalf of Seller, those instruments necessary for the transfer and assignment of the Intellectual Property to Buyer. Such power of attorney being coupled with an interest, it shall be irrevocable. Any notice required under this Agreement shall be delivered in accordance with the Asset Purchase Agreement.

Nothing contained herein shall in any way supersede the provisions, including the warranties, covenant and agreements of, or any of the rights, remedies or obligations of, any party set forth in the Asset Purchase Agreement. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first above written.

**BUYER:**

Pictometry International Corp.

By: 

Name: Richard M. Hurwitz  
Title: CEO

**SELLERS:**

Thornberry Consulting, LLC

By: 

Name: Dale R. Thornberry  
Title: Manager and Member

*[Signature Page to IP Assignment Agreement]*

**Copy of Section 2.1(a)(iv) of the Disclosure Schedules to the Asset Purchase Agreement**

See attached.

**SECTION 2.1(a)(iv)**  
**BUSINESS INTELLECTUAL PROPERTY**

All proprietary GeoEstimator or other Business software and intellectual property wherever located and however derived as used in the Business, and all source code therefor and/or related thereto.

Also, see attached.

**Attachment to Disclosure Schedule 2.1(a)(iv)**

**Trademark and Patents**

United States Trademark Registration No.: 3,679,365 / GEOESTIMATOR / Filed February 23, 2009

United States Patent Application Serial No.: 12/470,984 / SYSTEM AND PROCESS FOR ROOF MEASUREMENT USING AERIAL IMAGERY / Filed May 22, 2009

The tradename and mark "GeoEstimator"

**Domain Names**

Domain Name	Expiration Date
geoe.me	1/9/2012
geoestimate.com	8/18/2011
geoestimate.mobi	1/5/2012
geoestimate.net	8/18/2011
geoestimateit.com	7/21/2011
geoestimateit.net	7/21/2011
geoestimator.com	8/18/2011
geoestimator.mobi	1/5/2012
geoestimator.com	8/18/2011
geoestimator.mobi	1/5/2012
geoestimator.net	8/18/2011
geoestimator.us	10/7/2011
geoestimatoremails.com	10/14/2011
geoinspectit.com	7/15/2011
geoinspectit.net	7/15/2011

**Source Code**

Title	Description
GeoEstimator End User Software	Standalone "Thick Client" for viewing/modifying GeoEstimator Reports.
GeoEstimator End User Silverlight	Web-based client for viewing/modifying GeoEstimator Reports.
GeoEstimator Processor	Standalone "Thick Client" for the creation of GeoEstimator Reports.
GeoEstimator Imagery Web Services	Web Services used for the acquisition and caching of imagery from imagery providers.
GeoEstimator iPhone App	Apple iOS application for the remote creation of orders using iOS-enabled devices.
GeoEstimator Android App	Android application for the remote creation of orders using Android-powered devices.
GeoEstimator BlackBerry App	BlackBerry application for the remote creation of orders using BlackBerry-powered devices.
GeoEstimator Website Engine	Website engine for all aspects of the company (order placement, order tracking, order delivery, payment receipts, employee productivity tracking, and accounting reconciliation).

All proprietary GeoEstimator software wherever located and however derived as used in the Business, and all source code therefor and/or related thereto.

**Attachment to Disclosure Schedule 2.1(a)(iv)**

**Attachment to Disclosure Schedule 2.1(a)(iv)**

**Product Development Plan**

The following is a list of development items currently in one stage of development or another.





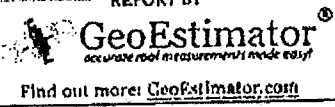
Case #	Area	Description
[REDACTED]		

**Attachment to Disclosure Schedule 2.1(a)(iv)**



**Attachment to Disclosure Schedule 2.1(a)(iv)**

**GeoEstimator Logos**

Logo	Description
	Icon used for the GeoEstimator End User Software
	Icon used for the GeoEstimator Processor Software
	Logo used on invoices.
	Primary Logo
	Logo used on reports

**Attachment to Disclosure Schedule 2.1(a)(iv)**