

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2989159

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LOCATIONLOGIC LLC	05/19/2009
RECEIVING PARTY DATA		
Name:	LONGHORN ACQUISITION, LLC	
Street Address:	275 WEST STREET	
City:	ANNAPOLIS	
State/Country:	MARYLAND	
Postal Code:	21401	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	14281446	
CORRESPONDENCE DATA		
Fax Number:		
<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:	2022611000	
Email:	bollman@mdslaw.com	
Correspondent Name:	TELECOMMUNICATION SYSTEMS, INC.	
Address Line 1:	275 WEST STREET	
Address Line 4:	ANNAPOLIS, MARYLAND 21401	
ATTORNEY DOCKET NUMBER:	40195	
NAME OF SUBMITTER:	WILLIAM H. BOLLMAN	
SIGNATURE:	/William H. Bollman/	
DATE SIGNED:	08/20/2014	
Total Attachments: 12		
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ASSIGNMENT AGREEMENT – INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this “**Agreement**”), dated as of May 19, 2009, is between LocationLogic LLC, a Delaware limited liability company (the “**Assignor**”) and Longhorn Acquisition, LLC, a Maryland limited liability company (the “**Assignee**”).

WHEREAS, the Assignee and the Assignor are parties to a certain Asset Purchase Agreement dated as of May 19, 2009 (the “**Purchase Agreement**”) by and among the Assignor, LocationLogic Acquisition LLC, a Delaware limited liability company (“**Holdco**”), Hale Capital Partners, L.P., a Delaware limited partnership, the Charles Hale 2009 Irrevocable Trust and Constance Sinclair (collectively, the “**Selling Parties**” and each, a “**Selling Party**”), TeleCommunication Systems, Inc., a Maryland corporation (the “**Buyer**”), and the Assignee, which Assignee is a wholly-owned subsidiary of the Buyer (together with the Buyer, the “**Buyer Parties**”), with respect to the sale by the Selling Parties and the purchase by the Buyer Parties of substantially all of the assets of the Assignor, on the terms and conditions set forth in the Purchase Agreement;

WHEREAS, the Purchase Agreement requires the Assignor to sell, assign, transfer, convey and deliver all of the Assignor’s right, title and interest in and to the Company Intellectual Property including, without limitation, the trademarks and domain names listed on Exhibit A hereto (collectively, the “**Marks**”), the copyrighted works listed on Exhibit B hereto (the “**Works**”), and the inventions and patents therefor listed on Exhibit C hereto (collectively, the “**Inventions**”);

WHEREAS, Assignee is desirous of acquiring the full and exclusive right in and to the Inventions and the entire right, title and interest in and to the Marks, Works and Inventions, and any applications, registrations or Letters Patent which may be filed or granted therefor in the United States and its territorial possessions and in any and all foreign countries; and

WHEREAS, capitalized terms used but not otherwise defined herein shall have the meanings assigned to them in the Purchase Agreement.

NOW, THEREFORE, in consideration of the sum of five dollars (\$5.00), the receipt whereof is hereby acknowledged, the Closing Purchase Price paid by the Buyer Parties to the Selling Parties under the Purchase Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged by the Assignor and the Assignee, and with the intent to be legally bound, the Assignor and the Assignee hereby agree as follows:

1. **Assignment of the Intellectual Property.** The Assignor does hereby irrevocably sell, assign, transfer, convey and deliver unto Assignee all of its right, title, and interest in and to the Company Intellectual Property and all elements thereof, whether registered or unregistered, together with all now or hereafter existing rights of every kind and character whatsoever throughout the world, in all media now in existence or to be developed hereafter, free and clear of all Liens, together with any and all of the goodwill of the business associated with and symbolized by such Intellectual Property, the applications and registrations therefor, and any

rights of the Assignor to sue any third parties for any past infringement of or to the Intellectual Property, for the use and behalf of Assignee and its successors, assigns or other legal representative and to prosecute such applications and registrations in the United States or in any foreign jurisdiction. Further, Assignor by these presents, does sell, assign and transfer unto said Assignee, the full and exclusive right in and to the Inventions in the United States and its territorial possessions and in all foreign countries and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States and its territorial possessions and in any and all foreign countries and in and to any and all divisions, continuations, substitutions, renewals and reissues thereof.

2. **Further Assistance of the Assignor.** At the reasonable request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver, or cause to be executed and delivered, to the Assignee, from time to time, such further instruments of conveyance, transfer, and assignment or other documents, and will take such other actions, as the Assignee may consider necessary or convenient to convey and deliver more effectively to the Assignee the Company Intellectual Property, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Company Intellectual Property and to give full effect to this Agreement.

3. **Patent Office Authorization.** Assignor hereby authorizes and requests the Patent Office Officials in the United States and its territorial possessions and in any and all foreign countries to issue any and all of said Letters Patent, when granted, to said Assignee as the assignee of the entire right, title and interest in and to the same, for the sole use and behalf of said Assignee and said Assignee's successors and assigns, to the full end of the term for which said Letters Patent may be granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

4. **Amendment.** This Agreement may not be changed, modified or amended except by an instrument executed by the parties to this Agreement. No waiver by any party to this Agreement of any failure or refusal of the other party to comply with such other party's obligations under this Agreement shall be deemed a waiver of any other obligation or subsequent failure or refusal to so comply. No waiver of any failure or refusal by any party to comply with its obligations under this Agreement shall be effective unless pursuant to an instrument executed by the other party.

5. **Notice.** All notices, requests, claims, demands and other communications hereunder shall be given by the means specified in the Purchase Agreement (and shall be deemed given as specified therein), if given to the Assignor and the Assignee at the address or addresses for such party specified in the Purchase Agreement (as such address or addresses may be modified from time to time in accordance with the terms of the Purchase Agreement).

6. **Assignment.**

(a) This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their successors and permitted assigns. Nothing in this Agreement shall confer any rights upon any Person other than the parties to this Agreement and their successors and permitted assigns.

(b) This Agreement shall become effective at and as of 11:59 p.m. on the Closing Date.

(c) If the consent of another party is required for the sale, transfer, assignment, or conveyance of the Assumed Contracts and such consent has not been obtained prior to the Closing Date, the provisions of Section 1.5 of the Purchase Agreement shall apply.

(d) The Assignor hereby covenants to the Assignee that at any time and from time to time after the date hereof, the Assignor shall, upon the written request of the Assignee, promptly execute and deliver, or cause to be executed and delivered to the Assignee such other documents, as the Assignee, its successors and assigns, may reasonably request in order to carry out or evidence the terms of this Agreement.

7. **Choice of Law; Venue.** This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to any applicable principles of conflicts of Law. Each of the Assignor and the Assignee irrevocably: (a) consents to submit itself to the personal jurisdiction of the courts of the State of New York or any court of the United States located in the State of New York in the event any dispute arises out of this Agreement or any of the transactions contemplated by this Agreement; (b) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that it will not bring any legal proceedings relating to this Agreement or any of the transactions contemplated by this Agreement in any court other than the courts of the State of New York or any court of the United States located in the State of New York; and (d) consents to service being made through the notice procedures set forth in Section 11.1 of the Purchase Agreement. Each of the Assignor and the Assignee hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 11.1 of the Purchase Agreement shall be effective service of process for any legal proceeding in connection with this Agreement or the transactions contemplated hereby.

8. **Waiver of Trial by Jury.** THE ASSIGNOR AND THE ASSIGNEE HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER DIRECT OR BY COUNTERCLAIM, BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT THEREOF.

9. **Attorney's Fees.** Notwithstanding anything to the contrary in this Agreement, in the event that either the Assignor or the Assignee, as the case may be, shall bring a lawsuit against the other party to enforce their respective rights under this Agreement, the losing party shall pay the prevailing party's costs and expenses incurred in connection with such litigation, including without limitation reasonable attorneys' fees. The "prevailing party" shall be determined by the court hearing such matter.

10. **Severability.** If one or more provisions of this Agreement shall be held invalid, illegal or unenforceable, such provision shall, to the extent possible, be modified in such manner as to be valid, legal and enforceable but so as to most nearly retain the intent of the parties, and if

such modification is not possible, such provision shall be severed from this Agreement. In either case, the balance of this Agreement shall be interpreted as if such provision were so modified or excluded, as the case may be, and shall be enforceable in accordance with its terms.

11. **Construction.** The Assignor and the Assignee have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Assignor and the Assignee, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of authorship of any provision of this Agreement. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

12. **Counterparts.** This Agreement may be executed in any number of counterparts (including by facsimile), each such counterpart when executed being deemed to be an original instrument, and all such counterparts shall together constitute one and the same agreement

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

ATTEST:

LOCATIONLOGIC LLC

By: _____
Name: _____
Title: _____

ASSIGNEE:

ATTEST:

LONGHORN ACQUISITION, LLC

By: _____
Name: _____
Title: _____

Exhibit A
Marks

COMMON LAW TRADEMARKS TO LOCATIONLOGIC PRODUCTS:

1. LocationLogic™
2. Insight™
3. Family Minder™
4. Location Connect™

DOMAIN NAMES:

1. www.locationlogic.com

The Assignor from time to time develops other proprietary codes or programs that are unregistered trade secrets of the Assignor, that will sometimes be used in the business conducted by the Assignor.

Exhibit B
Works

REGISTERED COPYRIGHTS:

Name of Work	Registration Number	Registration Date	Publication Date	Author	Claimant
Autodesk, Inc. LocationLogic 4	TX 5 945 172	2.13.04	12.8.03	Autodesk, Inc.	LocationLogic LLC
Autodesk, Inc. LocationLogic 6.1	TX 6 201 572	8.10.05	3.7.05	Autodesk, Inc.	LocationLogic LLC

Exhibit C
Patents

Title	Patent No.	Country	Serial No.	Inventors	Filing Date	Issue Date	Products	Docket	Status
Generalized, Differentially Encoded, Indexed Raster Vector Data And Schema For Maps On A Personal Digital Assistant	US6674445B 1	US	09/628,850	Nemmara Chithambaram; Howard Marantz	07/31/00	01/06/04	LocationLogic	30566.098-US-U1	Issued
Single Gesture Map Navigation Graphical User Interface For A Personal Digital Assistant	US7142205B 2	US	09/795,890	John De Aguiar; Nemmara Chithambaram; Robin W. Dandridge	02/28/01	11/28/06	LocationLogic	30566.111-US-U1	Issued
Mobile Device Locator Adapter System For Location Based Services	US6963748B 2	US	10/037,805	John De Aguiar; Nemmara Chithambaram	12/26/01	11/08/05	LocationLogic	30566.201-US-01	Issued
Location Based Services Bridge To External Data Sources	US6988103A	US	10/034,440	Nemmara Chithambaram; Scott Ding	12/26/01	01/17/06	LocationLogic	30566.204-US-01	Issued
Fuzzy Logic Reasoning For Inferring User Location Preferences	US6978258B 2	US	10/034,442	Nemmara Chithambaram	12/26/01	12/20/05	LocationLogic	30566.205-US-01	Issued
Turn Restriction Handling Enhancement	US7124199B 2	US	10/330874	Kevin G. Robinson; Martin Miller	12/27/02	10/17/06	LocationLogic	30566.218-US-U1	Issued
Meeting Location Determination Using Spatio-Semantic Modeling	US6865538B 2	US	10/224,035	Craig Miller; Nemmara Chithambaram	08/20/02	03/08/05	LocationLogic	30566.244-US-01	Issued
Use Of Triggers And A Location Hypercube To Enable Push-	US6985747B 2	US	10/772,998	Nemmara Chithambaram	02/05/04	01/10/06	LocationLogic	30566.294-US-U1	Issued

Based Location Applications									
Location Based Messaging	US200501869 69A1 US7458184	US	10/785,735	Sunit Lohtia	02/23/04	00/00/00	LocationLogic, LBS	15786-004001	Issued
Location Based Messaging		EP	5713957.8	Sunit Lohtia	02/22/05	00/00/00	LocationLogic, LBS	15786-004EP1	Published
Interprocess Application Programming Interface For Computer Applications	US200200108 50A1 US7277921	US	09/795719	John De Aguiar; Nemmara Chithambaram; Robin W. Dandridge; Timothy J. Nelson	02/28/01	10/02/07	LocationLogic	30566.110-US-U1	Issued
Mobile Device Locator Adapter System	EP1459505A	EP	2792540.3	John De Aguiar; Nemmara Chithambaram; Scott Ding	12/26/02	00/00/00	LocationLogic	30566.201-EP-WO	Published
Meeting Location Determination Using Spatio-Semantic Modeling	WO20040191 63A2	EP	3793158.1	Craig Allen Miller; Nemmara Chithambaram	08/20/03	00/00/00	LocationLogic	30566.244-EP-WO	Published
Meeting Location Determination Using Spatio-Semantic Modeling		Japan	JP2004-531116	Craig Allen Miller; Nemmara Chithambaram	08/20/03	00/00/00	LocationLogic	30566.244-JP-WO	Published
Use Of Triggers And A Location Hypercube To Enable Push-Based Location Applications		EP	EP4708569 .1	Nemmara Chithambaram	02/05/04	00/00/00	LocationLogic	30566.294-EP-WO	Published
Use Of Triggers And A Location Hypercube To Enable Push-Based Location Applications	US200601111 26A1	US	11/267,703	Nemmara Chithambaram	11/04/05	00/00/00	LocationLogic	30566.294-US-C1	Abandoned
Landmark Enhanced Directions	US200700785 96A1	US	11/241,540	John Grace	09/30/05	00/00/00	LocationLogic	15786-071001	Published
Landmark Enhanced Directions	WO20070415 47	PCT	PCT/US20 06/038554	John Grace	09/29/06	00/00/00	LocationLogic	15786-071WO1	Published
Intelligent Reverse Geocoding	US200701910 29A1	US	11/367,911	Matthew Zarem; Eric Vuillermet; John De Aguiar	03/03/06	00/00/00	LocationLogic	15786-081001	Published
Intelligent Reverse Geocoding	WO20070954 72	PCT	PCT/US20 07/061945	Matthew Zarem; Eric Vuillermet; John De Aguiar	02/09/07	00/00/00	LocationLogic	15786-081WO1	Published
Location	US200702701	US	11/437,041	Sunit Lohtia;	05/19/06	00/00/00	LocationLogic	15786-	Published

Sensitive Messaging	59A1			Joseph Astroth				082001	hed
Personal Location Code	US20080032702A1	US	11/462,023	Charles Francis Cone	08/02/06	00/00/00	LocationLogic	15786-089001	Published
Personal Location Code For Cross Network Location Brokering	US20080045232A1	US	11/462,015	Charles Francis Cone	08/02/06	00/00/00	LocationLogic	15786-091001	Published
Single Gesture Map Navigation Graphical User Interface For A Personal Digital Assistant	US2007-0080958A1 US7439969	US	11/550497	Robin W. Dandridge; Nemmara Chithambaram; John De Aguiar	00/00/00	00/00/00	LocationLogic	30566.113-US-e1	Issued
Meeting Location Determination Using Spatio-Semantic Modeling	CN1675646A	China	3819815	Craig Allen Miller; Nemmara Chithambaram	08/20/03	00/00/00	LocationLogic	30566.244-CN-WO	Pending & unpublished

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

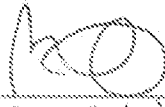
ASSIGNOR:

ATTEST:

LOCATIONLOGIC LLC



By:



Name:

MARCUS HALL

Title:

MANAGER

ASSIGNEE:

ATTEST:

LONGHORN ACQUISITION, LLC

By:

Name:

Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment and Assumption Agreement as of the date first written above.

ASSIGNOR:

ATTEST:

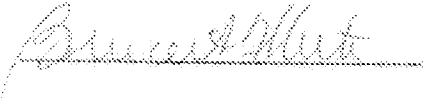
LOCATIONLOGIC LLC

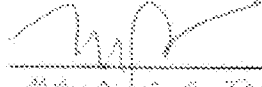
By: _____
Name: _____
Title: _____

ASSIGNEE:

ATTEST:

LONGHORN ACQUISITION, LLC



By: 
Name: Matthew A. Tard
Title: President, LLC

[Signature page to IP Assignment and Assumption Agreement]