

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4416324

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CONVOY TECHNOLOGIES LLC	04/27/2017
RECEIVING PARTY DATA	
Name:	CONVOY TECHNOLOGIES, INC.
Street Address:	45 ROCKEFELLER PLAZA
Internal Address:	FLOOR 20
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10111
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	9058706
Patent Number:	9580014
Application Number:	14821392
Application Number:	14517689
CORRESPONDENCE DATA	
Fax Number:	(260)424-8316
<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:	2604254665
Email:	MWEVER@BTLAW.COM
Correspondent Name:	MICHAEL E. WEVER
Address Line 1:	BARNES & THORNBURG LLP
Address Line 2:	888 S. HARRISON STREET, SUITE 600
Address Line 4:	FORT WAYNE, INDIANA 46802
ATTORNEY DOCKET NUMBER:	72115-1
NAME OF SUBMITTER:	MICHAEL E. WEVER
SIGNATURE:	/MICHAEL E. WEVER/
DATE SIGNED:	05/16/2017
Total Attachments: 4	

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("IP Assignment"), dated as of May 1, 2017, is made by CONVOY TECHNOLOGIES LLC, a Delaware limited liability company (the "Seller" or "Assignor"), in favor of CONVOY TECHNOLOGIES, INC., a Delaware corporation wholly-owned by DC ASIA, LTD (the "Buyer" or "Assignee"), which is the purchaser of all of the assets of the Seller relating to its hardware division (the "Business") pursuant to that certain Asset Purchase Agreement (the "Asset Purchase Agreement") dated as of April 27, 2017, by and among the Buyer and the Seller.

WHEREAS, under the terms of the Asset Purchase Agreement, the Seller has agreed to convey, transfer, and assign to the Buyer, among other assets, all Intellectual Property Assets of the Seller relating to the Business, and has agreed to execute and deliver this IP Assignment for the purposes set forth in the Asset Purchase Agreement, including for the purpose of any required recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions; and

WHEREAS, the Intellectual Property Assets include all of the assets and rights set forth on the attached Schedule 1(a)(vii); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Buyer desires to acquire the Intellectual Property Assets and any and all goodwill associated with the foregoing; and

WHEREAS, all capitalized terms not otherwise defined herein shall have the meanings set forth in the Asset Purchase Agreement.

NOW, THEREFORE, the Buyer and Seller agree as follows:

1. **Assignment.** For good and valuable consideration as set forth in the Asset Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the Seller hereby irrevocably conveys, transfers, and assigns to the Buyer, free and clear of any and all liens, charges, pledges, security interests, claims or other Liens, and the Buyer hereby accepts, all of the Seller's right, title, and interest in and to the Intellectual Property Assets set forth on the attached Schedule 1(a)(vii), including without limitation, the goodwill of the Business symbolized by and associated with the Intellectual Property Assets, any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Intellectual Property Assets, and any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** The Seller hereby authorizes any applicable Governmental Authority and the authorized officials thereof in any applicable jurisdictions to record and register this IP Assignment upon request by the Buyer. Following the date hereof, upon the Buyer's reasonable request, and at the Buyer's sole cost and expense, the Seller shall take such steps and actions, and provide such cooperation and assistance to the Buyer and its

successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Intellectual Property Assets to the Buyer, or any assignee or successor thereto.

3. **Terms of the Asset Purchase Agreement.** The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of the Seller and the Buyer with respect to the Intellectual Property Assets. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. **Counterparts.** This IP Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. **Successors and Assigns.** This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. **Governing Law.** This IP Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Indiana, without giving effect to any choice or conflict of law provision or rule (whether of the State of Indiana or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Seller has duly executed and delivered this IP Assignment as of the date first above written.

"Seller"

CONVOY TECHNOLOGIES LLC

DocuSigned by:
Darin Anderson
By: _____
Printed: Darin Anderson
Title: Chairman

AGREED TO AND ACCEPTED:

"Buyer"

CONVOY TECHNOLOGIES, INC.

DocuSigned by:
T. Onoe
By: _____
Printed: Takutaro Onoe
Title: Chairman

SCHEDULE 1(a)(vii)

Assigned Intellectual Property Assets

1. All of the Seller's trademarks, trade dress, service marks, trade names, and business names, along with the goodwill associated therewith relating to the Business, including without limitation the "Convoy Technologies" and "TrailerCam," and any and all derivations thereof, and including U.S. Trademark Serial Nos. 86903675 and 75748392; provided however, the Seller's trademarks for "MUHU" and "Videomatics" are excluded from this assignment.
2. All of the Seller's designs, logos, and slogans relating to the Business.
3. All of the Seller's Internet domain names, URLs, social media handles and user names, and other indicia of source or origin, together with all translations, adaptations, derivations, and combinations thereof relating to the Business, including without limitation, the Internet domain name "convoytechnologies.com" and "trailerCam.com" and all Digital Assets as defined in the Asset Purchase Agreement, including <http://twitter.com/Convoytechnol> and all Twitter handles, <https://plus.google.com/114490031267638316952> and all Google accounts, <https://www.facebook.com/pages/Convoy-Technologies/184827181557388> and all Facebook pages, all LinkedIn pages, and all other social media or digital assets, including all passwords and login credentials related thereto; provided, however, the Seller's domain name for "muhu.com" is excluded from this transfer.
4. All of the Seller's copyrights, all copyright registrations, and copyright applications and renewals in connection therewith relating to the Business, and all moral rights and all other rights associated with any of the foregoing, including the underlying works of authorship and other works of authorship (whether or not copyrightable), and all data, databases, and database rights.
5. All of the Seller's patents and patent applications, and patent disclosures relating to the Business, together with all reissues, continuations, continuations-in-part, revisions, divisionals, extensions, and reexaminations in connection therewith and counterparts thereof, and all international and other rights associated therewith, if any, including U.S. Pat. Nos. 9,058,706 and 9,580,014 and U.S. Pat. App. Nos. 14/821,392 and 14/517,689.
6. All of the Seller's know-how and software relating to the Business.
7. All of the Seller's rights of publicity and rights of privacy relating to the Business.
8. Any similar corresponding, or equivalent rights to any of the foregoing anywhere in the world relating to the Business.
9. All of the Seller's applications, registrations, and renewals in connection with the foregoing relating to the Business, the rights related thereto, and all goodwill associated with any of the foregoing.

SCHEDULE 1(a)(vii)