

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4664161

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TRIMBLE NAVIGATION LIMITED	06/07/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	ADVANCED PUBLIC SAFETY, INC.
<b>Street Address:</b>	4325 ALEXANDER DRIVE
<b>Internal Address:</b>	SUITE 100
<b>City:</b>	ALPHARETTA
<b>State/Country:</b>	GEORGIA
<b>Postal Code:</b>	30022-3740
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6621422
Patent Number:	6943703
Patent Number:	7026957
Application Number:	11376676
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(404)685-7059
<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>	
<b>Phone:</b>	4048153737
<b>Email:</b>	mdalton@sgrlaw.com
<b>Correspondent Name:</b>	GREGORY J. KIRSCH
<b>Address Line 1:</b>	1230 PEACHTREE STREET, N.E.
<b>Address Line 2:</b>	SUITE 3100, PROMENADE
<b>Address Line 4:</b>	ATLANTA, GEORGIA 30309
<b>ATTORNEY DOCKET NUMBER:</b>	061670.034US1
<b>NAME OF SUBMITTER:</b>	GREGORY J. KIRSCH
<b>SIGNATURE:</b>	/Gregory J. Kirsch/
<b>DATE SIGNED:</b>	10/30/2017
<b>Total Attachments: 7</b>	

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**INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT**

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement") is made and entered as of the 7<sup>th</sup> day of June, 2016, by and between Trimble Navigation Limited, a California corporation (the "Assignor"), and Advanced Public Safety, Inc., a Florida corporation (the "Assignee"), pursuant to that certain Share Purchase Agreement, dated as of the date hereof (the "Share Purchase Agreement"), by and among the Assignor, the Assignee and Apteau, Inc., a Delaware corporation ("Buyer"). Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Share Purchase Agreement.

**WHEREAS**, concurrently with the consummation of the transactions contemplated by the Share Purchase Agreement, Assignor, Apteau Software, LLC, a Delaware limited liability company and an Affiliate of Buyer, VS Visual Statement Inc., corporation formed under the laws of the Province of British Columbia and an Affiliate of Assignor ("VS") and Apteau Canada Corporation, a corporation formed under the laws of the Province of Ontario and an Affiliate of Buyer, are entering into that certain Asset Purchase Agreement (the "Asset Purchase Agreement" and collectively with the Share Purchase Agreement, the "Purchase Agreements"), pursuant to which, among other things, Buyer is acquiring the Business, including all of the issued and outstanding capital stock of Assignee and certain assets of VS, subject to the terms and conditions set forth therein;

**WHEREAS**, prior to the consummation of the transactions contemplated by the Purchase Agreements, the Assignor desires to assign and transfer to the Assignee certain assets exclusively used in the Business as currently or previously conducted that are currently owned by the Assignor, including, but not limited to: (i) the trademarks and trademark applications set forth on and attached hereto as **Exhibit A** (the "Trademarks"); (ii) the copyrights set forth on and attached hereto as **Exhibit A** (the "Copyrights"); (iii) the patents and patent applications set forth on and attached hereto as **Exhibit A** (the "Patents"); and (iv) the domain names set forth on and attached hereto as **Exhibit A** (the "Domain Names");

**WHEREAS**, in connection with this Agreement, the Assignor and the Assignee desire that the assignment of said rights in any registered Trademarks and Patents be made of record in the United States Patent and Trademark Office, the applicable state trademark offices, all foreign trademark offices and any other appropriate governmental or administrative offices, as the case may be, and that the assignment of any registered Copyrights be made of record in the United States Copyright Office, all foreign copyright offices and any other appropriate governmental or administrative office;

**NOW, THEREFORE**, for good and valuable consideration, the full receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree pursuant to the Share Purchase Agreement as follows:

1. **Assignment.** The Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of the Assignor's right, title and interest in and to any Intellectual Property that is currently owned by the Assignor that is exclusively used in the Business as currently conducted, including, without limitation, all right, title and interest in and to any Seller Software (the "Company Intellectual Property") and any intangible rights and properties pertaining to the Company Intellectual Property (e.g., goodwill) (the "Intellectual Property Assets"), including the following assignments:

(a) The Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Trademarks, including all state and common law rights and rights in foreign jurisdictions, together with the goodwill associated with the Trademarks, and the registrations and applications therefor,

including all rights to damages and profits, due or accrued, arising out of past infringements of said Trademarks, and the right to sue for and recover the same.

(b) The Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Copyrights including all registrations and applications therefor, as well as all copyrightable work disclosed or described in any such copyright registrations or applications, and any and all copyrights or similar rights, recognized under the laws of the United States of America or any other jurisdiction in said Copyrights, including all rights to damages and profits, due or accrued, arising out of past infringements of said Copyrights, and the right to sue for and recover the same. The Assignor hereby waives any claim that the Assignor has or may have under any theory of moral or natural rights or any rights of attribution under the copyright laws of any jurisdiction with respect to said Copyrights to the extent such waiver is recognizable under the law of the controlling jurisdiction.

(c) The Assignor hereby irrevocably, fully, and unconditionally sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title, and interest in and to the Patents, including any provisional rights therein, in and to any divisions, continuations, and reissues thereof, and in and to all inventions disclosed and described in said applications and improvements thereof, including all rights to damages and profits, due or accrued, arising out of past infringements of said Patents, and the right to sue for and recover the same; and.

(d) The Assignor hereby irrevocably, fully, and unconditionally grants, sells, assigns, transfers, conveys, sets-over and delivers to the Assignee all of Assignor's right, title and interest in and to the Domain Names.

2. **Cooperation and Recordation.** The Assignor hereby agrees to reasonably cooperate with the Assignee, at the cost and expense of Assignee (which Assignee shall advance), as reasonably necessary to give full effect to and perfect the rights of the Assignee in the Intellectual Property Assets, and the Assignor agrees to execute and deliver all documents and to take all such other reasonable actions as the Assignee or its respective successors or assigns, may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens, and other documentation as may be reasonably required to effect the terms of this Agreement, including, without limitation, cooperating fully with Assignee to perfect the transfer of the Intellectual Property Assets hereunder and, if reasonable and appropriate, to assure that the transfer of the Intellectual Property Assets is properly recorded at any appropriate administrative agency, registry, including, but not limited to, the United States Patent and Trademark Office. The Assignor further agrees that in the event the records of the Assignor are required to establish priority of invention in any interference or similar proceeding in connection with any of the assigned Patent, all such necessary records of the Assignor that are existing will be made available at no additional cost or expense to the Assignee.

3. **Delivery of Tangible Items.** The Assignor shall arrange, at the cost and expense of Assignee, for prompt delivery of prosecution files of the Patents and other tangible embodiments (excluding any end-user products, manuals or the like purchased by Seller or licensed or provided to Assignor's customers) of the Intellectual Property Assets to the extent not already in the possession of Assignee, if any, that are in the possession or control of the Assignor.

4. **Maintenance.** The Assignor shall instruct their attorneys and agents who maintain and prosecute the Patents to, at the cost and expense of Assignee (which Assignee shall advance), take all necessary actions required by the appropriate administrative agency or registry and take all other

necessary actions to keep the Patents in force and in effect in the interim until the Assignee takes full control over the prosecution and maintenance of the Patents.

5. **Share Purchase Agreement.** This Agreement is executed pursuant to, in furtherance of and is subject to, the terms and conditions of the Share Purchase Agreement. This Agreement shall not replace, substitute, expand or extinguish any obligation or provision of the Share Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Share Purchase Agreement and the terms hereof, the terms of the Share Purchase Agreement shall control.

6. **Assignment and Assumption.** The Assignor hereby assigns to Assignee and the Assignee hereby accepts from the Assignor all of the Assignor's rights and obligations under the following agreement: Settlement and Release Agreement, dated August 12, 2010, by and between Raylon, LLC, a Texas limited liability company and its Managing Director, DeWayne Humber, Assignor and Assignee.

7. **Miscellaneous.**

(a) This Agreement, and all claims relating to or arising out of the relationship of the parties hereto with respect to the subject matter hereof, shall be governed by, construed under and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflict of laws thereof that would require the application of any other law.

(b) This Agreement shall be binding upon and inure solely to the benefit of each party hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies of any nature whatsoever under or by reason of this Agreement.

(c) This Agreement may be executed in one or more counterparts, any one of which may be by facsimile, electronic signatures complying with the U.S. federal ESIGN Act of 2000 (*e.g.*, docusign) or digital imaging device (*i.e.*, pdf format), all of which taken together shall constitute one and the same instrument and may be relied upon, and shall have the same force and effect, as the originals of such signatures.

(d) No amendment of any provision of this Agreement shall be effective, unless the same shall be in writing and signed by the Assignor, on the one hand, and the Assignee, on the other hand. Any failure of any party to comply with any obligation, agreement or condition hereunder may only be waived in writing by the other party, but such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by any party to take any action with respect to any breach of this Agreement or default by another party shall constitute a waiver of such party's right to enforce any provision hereof or to take any such action.

(e) In case any term, provision, covenant or restriction contained in this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining terms, provisions, covenants or restrictions contained herein, and of such term, provision, covenant or restriction in any other jurisdiction, shall not in any way be affected or impaired thereby.

(f) This Agreement shall not be assigned by any party (by operation of law or otherwise) without the prior written consent of the other party, except that, after the Closing, the Assignee may assign this Agreement to any of its Affiliates; *provided*, that in each case, the assigning party remains liable for the performance of its obligations hereunder.

**[Signatures begin on next page.]**

IN WITNESS WHEREOF, the parties hereto have caused this Intellectual Property Assignment Agreement to be executed and delivered as of the date first written above.

ASSIGNOR:

**TRIMBLE NAVIGATION LIMITED**

By:  \_\_\_\_\_

Name: James A. Kirkland

Title: Vice President

ASSIGNEE:

**ADVANCED PUBLIC SAFETY, INC.**

By:  \_\_\_\_\_

Name: James A. Kirkland

Title: Vice President and Secretary

**Exhibit A**  
**Intellectual Property Assets**

**Trademarks**

PocketCitation  
PocketCrash  
PocketParking  
PocketForms  
PocketF.I.  
PocketID  
PocketQuery  
PocketInspection  
PocketTruckCheck  
PocketEMS  
PocketTracking  
ReportBeam  
QuickTicket  
QuickCrash  
QuickVoice  
QuickCommand  
QuickForms  
QuickInventory  
SmartExport  
SmartPrint  
SmartNumber  
SmartImport  
SkyView  
Virtual Partner  
VirtualPartner  
Virtual Partner 2.0  
VP2.0  
VP2

**Copyrights**

Seller Software, including, without limitation, the following unregistered software programs:

QuickTicket/PocketCitation, including the following modules:

SmartExport

SmartNumber

QuickVoice/VP Engine



**Patents**

<b>INVENTION TITLE</b>	<b>APPLICATION / PATENT NO. / JURISDICTION</b>	<b>FILING / ISSUE DATE</b>	<b>ASSIGNEE OF RECORD</b>	<b>STATUS</b>
Apparatus for Communicating with Law Enforcement During Vehicle Travel and Associated Methods	09/968,633 6,621,422 United States	October 1, 2001 September 16, 2003	Trimble Navigation Limited	Issued
Apparatus for Communicating with Law Enforcement During Vehicle Travel and Associated Methods	10/656,487 6,943,703 United States	September 5, 2003 September 13, 2005	Trimble Navigation Limited	Issued
Apparatus for Communicating with a Vehicle During Remote Vehicle Operations, Program Product, and Associated Methods	11/083,475 7,026,957 United States	March 18, 2005 April 11, 2006	Trimble Navigation Limited	Issued
Apparatus for Communicating with a Vehicle During Remote Vehicle Operations, Program Product, and Associated Methods	11/376,676 N/A United States	March 16, 2006 N/A	Trimble Navigation Limited	Abandoned

**Domain Names**

None.