

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5205406

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTHINC TECHNOLOGY SOLUTIONS, INC.	06/09/2017
RECEIVING PARTY DATA	
Name:	SNOWBOARD HOLDINGS, LLC
Street Address:	395 W. PASSAIC STREET, SUITE 325
City:	ROCHELLE PARK
State/Country:	NEW JERSEY
Postal Code:	07662
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15810958
CORRESPONDENCE DATA	
Fax Number:	(801)328-1707
<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:	801-533-9800
Email:	Docketing@wnlaw.com
Correspondent Name:	WORKMAN NYDEGGER
Address Line 1:	60 EAST SOUTH TEMPLE
Address Line 2:	SUITE 1000
Address Line 4:	SALT LAKE CITY, UTAH 84111
ATTORNEY DOCKET NUMBER:	19964.2.1.1.1
NAME OF SUBMITTER:	JENS C. JENKINS
SIGNATURE:	/JENS C. JENKINS/
DATE SIGNED:	10/25/2018
Total Attachments: 11	
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “Agreement”) is entered into as of the 9th day of June, 2017, by and between **INTHINC TECHNOLOGY SOLUTIONS, INC.**, a Delaware corporation (“Assignor”) and **SNOWBOARD HOLDINGS, LLC**, a Delaware limited liability company (“Assignee”).

BACKGROUND

Assignee, Assignor and certain other parties have entered into that certain Asset Purchase Agreement, dated as of June 9, 2017 (the “Purchase Agreement”). Pursuant to and subject to the terms of the Purchase Agreement, Assignor has agreed to assign to Assignee, and Assignee has agreed to acquire from Assignor, (i) the trademark registrations and applications set forth on Schedule A attached hereto, including any registrations and applications therefor, any renewals and extensions of registrations, and all other corresponding rights, and in each case, together with the goodwill of the business associated therewith (collectively, the “Marks”); (ii) the patents and patent applications set forth on Schedule B attached hereto, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or equivalents thereof, and including the subject matter of all claims which may be obtained therefrom (collectively, the “Patents”); and (iii) the copyright registrations and applications set forth on Schedule C attached hereto, including all renewals and extensions thereof (collectively, the “Copyrights” and together with the Marks and the Patents, the “Transferred Intellectual Property”).

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00), the consideration described in the Purchase Agreement, and other good and valuable consideration, the receipt, adequacy and sufficiency of which Assignor hereby acknowledges, Assignor and Assignee, intending to be legally bound, hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Transferred Intellectual Property, for the United States and for all other countries, including, without limitation, all rights therein provided by international conventions and treaties. Assignor agrees that no rights in the Transferred Intellectual Property are retained by Assignor.

2. Additional Rights and Obligations of the Parties. This Agreement is made subject to and with the benefit of the respective provisions of the Purchase Agreement (including, without limitation, the schedules and exhibits thereto), which are incorporated herein by reference. Nothing contained in this Agreement shall be deemed to supersede, modify, limit, extend, expand, diminish, add to, amend or in any way affect any of the rights, obligations, agreements, covenants, representations or warranties of any party under the Purchase Agreement, which shall remain in full force and effect to the full extent provided in the Purchase Agreement. In the event of any conflict or inconsistency between the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

3. Further Actions. Each of the parties hereto will, at the other party’s reasonable request from time to time and without further consideration, carry out the intent of this

Agreement and, to consummate the transactions contemplated hereby, execute and deliver or cause to be executed and delivered to such other party such other instruments of sale, transfer, conveyance, assignment and confirmation (including, without limitation, additional assignments suitable for recording with respect to the Transferred Intellectual Property) and take such other action as such other party may reasonably request so as to fully, effectively and completely sell, assign, transfer to and vest in Assignee title to and possession of the Transferred Intellectual Property.

4. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Any party executing this Agreement by facsimile or electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile or electronic transmission.

5. Successors. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their legal representatives, successors, and assignees.

6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without application of conflicts of laws principles.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

INTHINC TECHNOLOGY SOLUTIONS,

1

1

Name: Todd W. Follmer

Title: President and CEO

ASSIGNEE:

SNOWBOARD HOLDINGS, LLC

By: ORBCOMM Inc., its sole Member

By: _____

Name: Christian Le Brun

Title: EVP and General Counsel

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first set forth above.

ASSIGNOR:

INTHINC TECHNOLOGY SOLUTIONS,
INC.

By: _____

Name: Todd W. Follmer

Title: President and CEO

ASSIGNEE:

SNOWBOARD HOLDINGS, LLC

By: ORBCOMM Inc., its sole Member

By:  _____

Name: Christian Le Brun

Title: EVP and General Counsel

SCHEDULE A

Marks

Mark	Registration Number	Registration Date
INDEPENDENT WITNESS	3125381	8/8/2006
WITNESS	3178891	12/5/2006
IWI	3052392	1/31/2006
GLOBAL ASSET INFORMATION NETWORK	3128202	8/8/2006
GAIN	3033902	12/27/2005 (Dead)
INTHINC	4135788	5/1/2012
WAYSMAART	4135792	05/01//2010
TIWI	4142943	5/15/2012
TIWIPRO	4142945	5/15/2012
PRO-400	Not filed	
ITS-100	Not filed	
inthinc Connect (Connect App)	Not filed	

SCHEDULE B**Patents****A. Issued Patents**

Application	Filing Date	Country	Title	Patent No	Grant Date
11/805,237	5/22/2007	US	System and method for monitoring vehicle parameters and driver behavior	8630768	1/14/2014
11/755,556	5/30/2007	US	System and Method for Evaluating Driver Behavior - CIP	9067565	6/30/2015
2008262365	6/5/2008	AU	System and Method for Automatically Registering a Vehicle Monitoring Device	2008262365	9/12/2013
2010/00084	6/5/2008	ZA	System and Method for Automatically Registering a Vehicle Monitoring Device	2010/00084	3/30/2011
11/805,238	5/22/2007	US	System and Method for Monitoring and Updating Speed-by-Street Data	7859392	12/28/2010
12/975,489	12/22/2010	US	System and Method for Monitoring and Updating Speed-by-Street Data - CON	8890717	11/18/2014
11/767,325	6/22/2007	US	System and Method for Naming, Filtering, and Recall of Remotely Monitored Event Data	8666590	3/4/2014
12/379,083	2/12/2009	US	System and method for providing a user interface for vehicle mentoring system users and insurers	9117246	8/25/2015
11/779,176	7/17/2007	US	System and Method for Categorizing Driving Behavior Using Driver Mentoring and/or Monitoring Equipment to Determine an Underwriting Risk	8577703	11/5/2013
12/222,260	8/6/2008	US	System and method for detecting use of a wireless device while driving	8688180	4/1/2014

Application	Filing Date	Country	Title	Patent No	Grant Date
2009280045	8/4/2009	AU	System and method for detecting use of a wireless device while driving	2009280045	9/4/2014
2011/01732	8/4/2009	ZA	System and method for detecting use of a wireless device while driving	2011/01732	5/30/2012
11/779,178	7/17/2007	US	System and Method for Providing a User Interface for Vehicle Monitoring System Users and Insurers	8818618	8/26/2014
11/768,056	6/25/2007	US	System and Method for Monitoring and Improving Driver Behavior	9129460	9/8/2015
2008269142	6/24/2008	AU	System and Method for Monitoring and Improving Driver Behavior	2008269142	3/20/2014
2010/00221	6/24/2008	ZA	System and Method for Monitoring and Improving Driver Behavior	2010/00221	3/30/2011
11/866,247	10/2/2007	US	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	7876205	1/25/2011
2008307570	9/30/2008	AU	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	2008307570	5/1/2014
2739449	9/30/2008	Canada	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	2739449	8/12/2014

Application	Filing Date	Country	Title	Patent No	Grant Date
08836372.6	9/30/2008	EPO	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	2215902	3/16/2016
		FR	validated from EP Patent	2215902	3/16/2016
		DE	validated from EP Patent	2215902	3/16/2016
		IT	validated from EP Patent - Italian POA recd for execution 3/15/16; Natl Phase completed in IT 6/10/16; FR recd 7/12/16; Official Number 502016000060385	2215902	3/16/2016
		UK	validated from EP Patent	2215902	3/16/2016
2010/02999	9/30/2008	ZA	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle	2010/02999	7/27/2011
13/012,660	1/24/2011	US	System and Method for Detecting Use of a Wireless Device in a Moving Vehicle (DIV)	8890673	11/18/2014
12/379,154	2/13/2009	US	System and Method for Alerting Drivers to Road Conditions	8188887	5/29/2012
11/772,661	7/2/2007	US	System and Method for Defining Areas of Interest and Modifying Asset Monitoring in Relation Thereto	7999670	8/16/2011
13/137,431	8/15/2011	US	System and Method for Defining Areas of Interest and Modifying Asset Monitoring in Relation Thereto (DIV)	8350696	1/8/2013
11/860,594	9/25/2007	US	System and Method for Reconfiguring an Electronic Control Unit of a Motor Vehicle to Optimize Fuel Economy	7899610	3/1/2011
12/379,153	2/13/2009	US	System and Method for Viewing and Correcting Data in a Street Mapping Database	8963702	2/24/2015
11/758,508	6/5/2007	US	System and Method for the Collection, Correlation and Use of Vehicle Collision Data	8825277	9/2/2014
12/379,155	2/13/2009	US	Driver Mentoring to Improve Vehicle Operation	8892341	11/18/2014

Application	Filing Date	Country	Title	Patent No	Grant Date
09/259,782	3/1/1999	US	Vehicle Motion Detection and Recording Method and Apparatus	6266588	7/24/2001
2363552	9/4/2001	Canada	Vehicle Motion Detection and Recording Method and Apparatus	2363552	5/4/2010
230453	9/3/2001	Mexico	Vehicle Motion Detection and Recording Method and Apparatus	230453	9/8/2005
09/911,658	7/21/2001	US	Vehicle Motion Detection and Recording Method and Apparatus	6549834	4/15/2003
14/181,007	2/14/2014	US	Wireless Device Detection Using Multiple Antennas Separated by an RF Shield	9172477	10/27/2015
11/164,124	6/17/2005	US	Vehicle RF Device Detection System and Method	7474264	1/6/2009
06076162.4	6/2/2006	EPO	Vehicle RF Device Detection System and Method	1734781	8/20/2008
06076162.4	6/2/2006	DE	Vehicle RF Device Detection System and Method	1734781 60 2006 002 320.0	8/20/2008
06076162.4	6/2/2006	FR	Vehicle RF Device Detection System and Method	1734781	8/20/2008
06076162.4	6/2/2006	GB	Vehicle RF Device Detection System and Method	1734781	8/20/2008

B. Pending Patent Applications

Application	Filing Date	Country	Title
14/987,041	1/4/2016	US	System and Method for Automatically Registering a Vehicle Monitoring Device - CIP
14/516,876	10/17/2014	US	System and Method for Monitoring and Updating Speed-by-Street Data
08768158.1	6/5/2008	EPO	System and Method for Automatically Registering a Vehicle Monitoring Device
8826395.9	7/16/2008	EPO	Categorizing Driving Behavior Using Driver Mentoring and/or Monitoring Equipment

9805252.5	8/4/2009	EPO	System and method for detecting use of a wireless device while driving
8794503.6	7/16/2008	EPO	System and Method for Providing a User Interface for Vehicle Monitoring System Users and Insurers
08779728.2	6/24/2008	EPO	System and Method for Monitoring and Improving Driver Behavior
15/139,520	4/27/2016	US	Critical Event Assistant
15/203,447	7/6/2016	US	Predictive Visual and Verbal Mentoring

SCHEDULE C

Copyrights

None.