

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT5413153

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CARTASITE, LLC	03/01/2019
RECEIVING PARTY DATA	
Name:	GEOFORCE, INC.
Street Address:	5830 GRANITE PARKWAY, SUITE 1200
City:	PLANO
State/Country:	TEXAS
Postal Code:	75024
PROPERTY NUMBERS Total: 11	
Property Type	Number
Patent Number:	10150411
Patent Number:	9082308
Patent Number:	9080880
Patent Number:	9315195
Patent Number:	9317502
Patent Number:	9424726
Patent Number:	8756003
Patent Number:	9688283
Patent Number:	8560151
Patent Number:	9842287
Patent Number:	8604920
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:	972-628-3600
Email:	patents@munckwilson.com
Correspondent Name:	MUNCK WILSON MANDALA, LLP
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Address Line 2:	DOCKET CLERK
Address Line 4:	DALLAS, TEXAS 75380

PATENT

ATTORNEY DOCKET NUMBER:	GEOF01-00028
NAME OF SUBMITTER:	WILLIAM A. MUNCK
SIGNATURE:	/William A. Munck/
DATE SIGNED:	03/08/2019
Total Attachments: 5 source=Patent Assignment (Executed)#page1.tif source=Patent Assignment (Executed)#page2.tif source=Patent Assignment (Executed)#page3.tif source=Patent Assignment (Executed)#page4.tif source=Patent Assignment (Executed)#page5.tif	

PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is executed as of March 1, 2019 (the "Effective Date"), by Cartasite, LLC, a Kansas limited liability company ("Assignor"), for the benefit of Geoforce, Inc., a Delaware corporation ("Assignee"). Capitalized terms not defined in this Assignment shall have the meaning assigned to such term in the Asset Purchase Agreement (as defined below).

WHEREAS, Assignor owns all right, title and interest in, to and under the patents and/or patent applications identified in Exhibit A attached hereto, including the inventions described therein and the patents issued and reissued thereon (collectively, the "Patents"), the renewals therefor and all claims for past or future infringement thereof;

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the Effective Date (the "Asset Purchase Agreement"); and

WHEREAS, in accordance with Asset Purchase Agreement, Assignor now desires to assign all right, title and interest in, to and under the Patents to Assignee;

NOW, THEREFORE, in consideration of the premises and mutual promises set forth in the Asset Purchase Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees:

1. **Assignment.** Assignor hereby sells, conveys, transfers, assigns and delivers to Assignee and its successors and assigns all of Assignor's rights, titles and interests in, to and under the Patents, including all non-provisionals, divisions, reissues, reexaminations, continuations, continuations-in-part, renewals and extensions thereof, and all patent applications or similar legal protection issuing thereon, and in and to all income, royalties, damages, claims, and payments now or hereafter due or payable with respect to any of the foregoing, and in and to all causes of action, either at law or in equity, for past, present or future infringement of any of the foregoing, and in, to and under all rights corresponding to the foregoing throughout the world.

2. **Further Assurances.** Assignor hereby authorizes Assignee to record this Assignment with the applicable governmental authority, including, without limitation, the United States Patent and Trademark Office, with respect to the Patents. Assignor shall deliver or cause to be delivered to Assignee all such additional agreements, certificates, instruments or documents as Assignee may reasonably request or as may be necessary to more fully assign and convey to and vest in Assignee the rights herein assigned.

3. **No Modification.** Nothing expressed or implied in this Assignment shall change, amend, extend or alter (nor shall it be deemed or construed as changing, amending, extending or altering) the terms and conditions of the Asset Purchase Agreement or any liability or obligation of Assignor or Assignee arising under the Asset Purchase Agreement. In the event of any conflict between the Asset Purchase Agreement and this Assignment, the provisions of the Asset Purchase Agreement shall control.

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

5. **Governing Law.** THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW PROVISIONS OR RULE.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representatives as the Effective Date.

ASSIGNOR:

CARTASITE, LLC

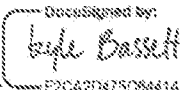
By:  _____
F2CA2D475084414
Kyle Bassett
Chief Executive Officer

EXHIBIT A

PATENTS

Grantor	Country	Patent	Application/ Patent No.	Filing Date
Cartasite, LLC	United States	Driving Monitoring And Notification	10,150,411	4/14/2017
Cartasite, LLC	United States	Driver Performance Analysis and Consequence	9,082,308	12/9/2013
Cartasite, LLC	United States	Motion Based Message Delivery	9,080,880	5/12/2014
Cartasite, LLC	United States	Driver, Vehicle, and Operational Analysis	9,315,195	3/14/2014
Cartasite, LLC	United States	System and Method for Monitoring Items	9,317,502	10/2/2013
Cartasite, LLC	United States	System and Method for Global Safety Communication	9,424,726	9/25/2013
Cartasite, LLC	United States	Motion Based Message Delivery	8,756,003	1/11/2013
Cartasite, LLC	United States	Enhanced Driver and Vehicle Performance and Analysis	9,688,283	4/22/2016

Cartasite, LLC	United States	Dynamic Monitoring of Mobile Railway Car Undercarriage	8,560,151	5/11/2011
Cartasite, LLC	United States	Cargo Monitoring	9,842,287	8/19/2016
Cartasite, LLC	United States	Systems and Methods for Vehicle Performance Analysis and Presentation	8,604,920	10/11/2010

Exhibit A to Patent Assignment Agreement

789304v3

RECORDED: 03/08/2019

**PATENT
REEL: 048551 FRAME: 0940**