

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5684054

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| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| Name | | Execution Date |
| CHARTER SOLUTIONS INTERNATIONAL | | 07/01/2019 |
| RECEIVING PARTY DATA | | |
| Name: | AMADEUS NORTH AMERICA, INC. | |
| Street Address: | 3470 N W. 82 AVENUE | |
| City: | DORAL | |
| State/Country: | FLORIDA | |
| Postal Code: | 33122 | |
| PROPERTY NUMBERS Total: 3 | | |
| Property Type | Number | |
| Patent Number: | 10361977 | |
| Patent Number: | 10204350 | |
| Patent Number: | 9477961 | |
| CORRESPONDENCE DATA | | |
| Fax Number: | (937)443-6635 | |
| <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: | 9374436949 | |
| Email: | ipdocket@thompsonhine.com | |
| Correspondent Name: | THOMPSON HINE LLP | |
| Address Line 1: | 10050 INNOVATION DRIVE | |
| Address Line 2: | SUITE 400 | |
| Address Line 4: | DAYTON, OHIO 45342-4934 | |
| ATTORNEY DOCKET NUMBER: | 094175.00001 | |
| NAME OF SUBMITTER: | WILLIAM R. ALLEN | |
| SIGNATURE: | /William R. Allen/ | |
| DATE SIGNED: | 08/23/2019 | |
| Total Attachments: 9 | | |
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment") is executed and delivered effective as of this 1st day of July, 2019 ("Effective Date") by Charter Solutions, LLC, a Georgia limited liability company d/b/a Charter Solutions International, having an address of 2300 Lakeview Parkway, Alpharetta, Georgia 30020 ("Assignor"), to and in favor of Amadeus North America, Inc., a Delaware corporation, with its principal offices at 3470 N.W. 82 Avenue, Doral, Florida 33122 ("Assignee") Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement entered into by and between Assignor and Assignee dated as of the Effective Date (the "Purchase Agreement")

RECITALS

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in and to all of the "Business Intellectual Property" as defined in the Purchase Agreement, including, without limitation, all of the following (i) U.S. Patent No. 9,477,961, U.S. Patent Application Serial No. 15/297,090 and any other patents, patent applications, patent disclosures and inventions, including any continuations, divisionals, provisionals, continuations-in-part, re-examinations, renewals, substitutions, reissues and extensions of any of the foregoing anywhere in the world (collectively, the "MCM Patents"); (ii) the names and marks "MCM" and "MOBILE COMMUNICATION MAPPING," and all other registered or unregistered trademarks, service as well as internet domain names, trade dress, trade names, logos, slogans, and corporate names, and registrations and applications for registration thereof and their associated goodwill and common law rights, (iii) works of authorship, copyrights (registered or unregistered) and registrations and applications for registration thereof, (iv) computer software, data, databases and documentation thereof, including both object code and source code, (v) trade secrets and other confidential information (including ideas, algorithms, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, methods, processes and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and marketing plans and customer and supplier lists and information), and (vi) copies and tangible embodiments of the foregoing (in whatever form or medium), in each case owned, licensed to or otherwise held by Assignor for use in the "MCM Business" and all other Intellectual Property Rights owned, licensed to or otherwise held by Seller with respect to the MCM Platform or otherwise related to the MCM Business (other than computer software licensed to Seller and included in the Excluded Assets), including, without limitation, the items described in Schedule A attached hereto (all of the foregoing collectively hereinafter referred to as the "Intellectual Property")

NOW, THEREFORE, for \$10.00 (US) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Intellectual Property for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, all goodwill associated therewith and all other corresponding rights that are or may be secured under the laws and/or treaties of the United States or any foreign country, now or hereafter in effect, for

Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, at least as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Intellectual Property, with the right to sue for and collect the same in Assignee's own name

Assignor hereby requests the Commissioner of Patents and Trademarks, the Register of Copyrights and the corresponding entity or agency in any applicable foreign country, to record Assignee as the Assignee and owner of the Intellectual Property

Assignor represents and warrants that (i) Assignor is the sole and exclusive owner of the entire rights, title and interest in and to the Intellectual Property (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances of any kind, other than the Permitted Liens, (ii) Assignor has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein, and (iii) Assignor has not executed, and will not execute, any agreement or other instrument in conflict herewith

Assignor shall take, and shall cause its employees and independent contractors to take, all further reasonable actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such reasonable cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following (1) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein, (2) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Intellectual Property and this Assignment, (3) obtaining by Assignee any additional protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country, and (4) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

No provision of this Assignment shall modify, replace, amend, change, rescind, waive, merge or in any way alter the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the indemnification and other obligations) set forth in the Purchase Agreement. This Assignment being intended solely to effectuate the transfer of certain property sold and purchased pursuant to the Purchase Agreement in accordance with the Purchase Agreement. This Assignment shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any other jurisdiction.

ASSIGNEE:

AMADEUS NORTH AMERICA, INC., a Delaware corporation

By: [Signature]
Name: MARIA SANCHEZ
Title: _____

By: [Signature]
Name: JERGE E REYNOLDS
Title: ASSOC DIRECTOR

ACKNOWLEDGEMENT

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

The foregoing Assignment was acknowledged before me this 1st day of July, 2019, by Maria Sanchez and Jerge Reynolds, each an Authorized Signatory of Amadeus North America, Inc., a Delaware corporation. Maria Sanchez also personally known to me or has produced N/A as identification and Jerge Reynolds is also personally known to me or has produced N/A as identification.

Notary: [Signature]

Print Name: Esperanza M Teixeira

[NOTARIAL SEAL]
Notary Public, State of Florida

My commission expires:



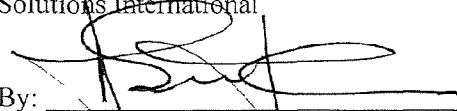
ESPERANZA M TEIXEIRA
Commission # GG 160869
Expires February 22, 2022
Bounded Thru Budget Notary Services

[Signature Page to Intellectual Property Assignment]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed and delivered by their respective duly authorized representatives as of the Effective Date.

ASSIGNOR.

CHARTER SOLUTIONS, LLC, a Georgia
limited liability company d/b/a Charter
Solutions International

By: 

Name: Derek Beveridge

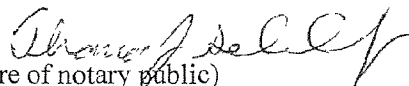
Title: Chief Executive Officer

ACKNOWLEDGEMENT

COUNTY OF GWINNETT

STATE OF GEORGIA

The foregoing instrument was acknowledged before me this 1st day of July, 2019, by Derek Beveridge, Chief Executive Officer of Charter Solutions, LLC, a Georgia limited liability company d/b/a Charter Solutions International, who is personally known to me or has produced his driver's license as identification


(Signature of notary public)

THOMAS J. SCHILLING
(Typed name of notary public)
Notary Public, State of Georgia

Commission No. _____

My commission expires AUGUST 10, 2019

SCHEDULE A

INTELLECTUAL PROPERTY

1. The MCM Patents

| Title | App/Pub/Reg no | Country | Filing Date | Reg Date |
|--|----------------|---------|-------------|-------------|
| Communication Management Systems and Methods | 9,477,961 | US | 10 Jul 2012 | 25 Oct 2016 |
| Communication Management Systems and Methods | 2,666,139 | EP | 16 Nov 2011 | N/A |
| Communication Management Systems and Methods | 15297090 | US | 18 Oct 2016 | PENDING |

2. List of MCM Platform software components included under the Mobile Traveler Mapping and Communication Software

Software modules/components:

User interfaces Map UI, Admin UI, Asset Admin UI (in both versions. Angular and the outdated Silverlight versions)

Server side modules in alphabetical order

- CSI ICM AdminDataService
- CSI ICM AIR1APNRSservice
- CSI ICM AutoMessagingService
- CSI ICM AXCSDSservice
- CSI ICM BatchGeocodeService
- CSI ICM ClientConnectivityService
- CSI ICM CTNITIService
- CSI ICM DataMaintenanceService
- CSI ICM DTRService
- CSI ICM EmailTriggerService
- CSI ICM.FlightStatsAlertsReceiveService
- CSI ICM FlightStatsRuleCreationService
- CSI ICM FlightStatsTrackingService
- CSI ICM GenITIService
- CSI ICM IUR1SPNRSservice
- CSI ICM LoginService

- CSI ICM MessagingService
- CSI ICM MTRService
- CSI ICM OAGAlertsReceiveService
- CSI ICM OAGRuleCreationService
- CSI ICM OAGTrackingService
- CSI ICM OptOutReminderService
- CSI ICM RDMService
- CSI ICM RisklineService
- CSI ICM RiskMessagingService
- CSI ICM RiskPTAAccess
- CSI ICM SameFlightAlertingService
- CSI ICM TimezoneUpdater
- CSI ICM TTRFeedTripService
- CSI IMS APNSService
- CSI IMS CytricReceiveService
- CSI IMS.CytricSendService
- CSI IMS.EmailReceiveService
- CSI IMS.EmailSendService
- CSI IMS EmailSubscriptionSite
- CSI IMS GCMService
- CSI IMS MasterService
- CSI IMS MobileClientRegistrationConfirmation
- CSI IMS MobileClientService
- CSI IMS MPNSService
- CSI IMS.NotificationService
- CSI IMS SMSGWReceiveService
- CSI IMS SMSGWReceiveService2
- CSI IMS SMSGWSendService
- CSI IMS SMSGWSendService2
- CSI RDM IJetRiskDataService

All powerscripts required to maintain and deploy the database used by MCM Business

- 3 The names and marks "MCM" and "MOBILE COMMUNICATION MAPPING", which are not registered
- 4 All copyrights (all of which are unregistered) in the MCM Platform software, other the licensed components as further described herein (including, without limitation, customer data)
- 5 The following domain names

Charters1.com (website and test servers)
Chartersolutionsint.net (TLS)

- 6 All copyrights (all of which are unregistered) in all sales literature, promotional literature and other selling and advertising material, including internet website pages used in connection with the MCM Business, other than any licensed components (none of which are material)
- 7 The following licensed development, production server and business software tools, all of which are licensed from Microsoft pursuant to COTS Licenses

Microsoft OS (various – see Schedule 1(f) for server-side OS)
 Microsoft Office
 Microsoft Visual Studio 2015/2017
 Microsoft Visual Studio Code

- 8 The following licensed third-party software tools

| Software Tool/Library | License Terms |
|--------------------------------------|---|
| Newtonsoft JSON v8 0 3 | Open Source (MIT) |
| Nlog | Open Source (BSD) |
| SignalR v2 2 1 | Microsoft COTS License |
| Protobuf-net v2 0 0 668 | Open Source (BSD) |
| SharpZipLib v0 85 4 369 | Open Source (MIT) |
| Hmail v5 6 (binary/object code only) | Open Source (AGPLv3) |
| Progress (Telerik) Kendo UI | Telerik End User License Agreement for Progress DevCraft Ultimate, available at https://www.telerik.com/purchase/license-agreement/devcraft-ultimate-dlw-s |
| Ngx-translate | Open Source (MIT) |
| Golden-layout | Open Source (MIT) |
| Json2typescript | Open Source (MIT) |
| Ngx-cookie-service | Open Source (MIT) |
| Ngx-toastr | Open Source (MIT) |
| Pako | Open Source (MIT) |
| Protobufjs | Open Source (BSD) |
| Signalr | Open Source (Apache) |

- 9 The following is a representative list of recently used map user interface and the packages versions (all of which are subject to change); any user interfaces and package versions not listed above are considered basic Angular packages.

```
"dependencies": {
  "@angular/animations": "^6.0.9",
  "@angular/common": "^6.0.9",
```

```
"@angular/compiler": "^6.0.9",
"@angular/core": "^6.0.9",
"@angular/forms": "^6.0.9",
"@angular/http": "^6.0.9",
"@angular/platform-browser": "^6.0.9",
"@angular/platform-browser-dynamic": "^6.0.9",
"@angular/platform-server": "^6.0.9",
"@angular/platform-webworker": "^6.0.9",
"@angular/platform-webworker-dynamic": "^6.0.9",
"@angular/router": "^6.0.9",
"@angular/upgrade": "^6.0.9",
"@ngx-translate/core": "10.0.2",
"@ngx-translate/http-loader": "3.0.1",
"@progress/kendo-angular-buttons": "4.1.2",
"@progress/kendo-angular-charts": "3.3.0",
"@progress/kendo-angular-dateinputs": "3.4.4",
"@progress/kendo-angular-dialog": "3.6.2",
"@progress/kendo-angular-dropdowns": "3.0.2",
"@progress/kendo-angular-excel-export": "2.1.1",
"@progress/kendo-angular-gauges": "2.3.1",
"@progress/kendo-angular-grid": "3.5.1",
"@progress/kendo-angular-inputs": "3.2.0",
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"@progress/kendo-angular-l10n": "1.2.0",
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"@progress/kendo-angular-resize-sensor": "3.0.3",
"@progress/kendo-angular-scrollview": "2.0.1",
"@progress/kendo-data-query": "1.4.0",
"@progress/kendo-drawing": "1.5.6",
"@progress/kendo-theme-default": "2.54.0",
"@progress/kendo-ui": "2018.2.704",
"@schematics/angular": "^0.6.8",
"angular-in-memory-web-api": "0.6.0",
"cldr-data": "^32.0.1",
"golden-layout": "1.5.9",
"hammerjs": "2.0.8",
"jquery": "^3.3.1",
"json2typescript": "1.0.5",
"long": "4.0.0",
"ngx-cookie-service": "1.0.10",
"ngx-toastr": "8.8.0",
"nodejs-latest": "^1.1.0",
"pako": "1.0.6",
"protobufjs": "6.8.8",
```

```
"rxjs": "6.2.2",  
"rxjs-compat": "6.2.2",  
"signalr": "~2.3.0",  
"systemjs": "0.21.4",  
"web-animations-js": "^2.3.1",  
"webpack": "^4.16.1",  
"zone.js": "^0.8.26"  
},
```