

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6946146

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	06/16/2021
CONVEYING PARTY DATA	
Name	Execution Date
TRUEMOTION, INC.	06/16/2021
RECEIVING PARTY DATA	
Name:	CAMBRIDGE MOBILE TELEMATICS INC.
Street Address:	314 MAIN STREET, SUITE 1200
City:	CAMBRIDGE
State/Country:	MASSACHUSETTS
Postal Code:	02142
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15416843
CORRESPONDENCE DATA	
Fax Number:	(650)326-2422
<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:	650-326-2400
Email:	kalvarez@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 1:	1100 PEACHTREE STREET, SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	096418-1035151-001210US
NAME OF SUBMITTER:	KRISTINA ALVAREZ
SIGNATURE:	/Kristina Alvarez/
DATE SIGNED:	09/30/2021
Total Attachments: 8	
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CERTIFICATE OF MERGER

OF

TRUEMOTION, INC.
(a Delaware corporation)

WITH AND INTO

CMT TM HOLDINGS, LLC
(a Delaware limited liability company)

(Pursuant to Section 18-209 of the Delaware Limited Liability Company Act and Section 264 of the Delaware General Corporation Law)

Pursuant to Section 18-209(c) of the Delaware Limited Liability Company Act and Section 264 of the Delaware General Corporation Law, CMT TM Holdings, LLC, a Delaware limited liability company ("CMT TM"), hereby certifies the following information relating to the merger of TrueMotion, Inc., a Delaware corporation ("TrueMotion"), with and into CMT TM (the "Merger"):

1. The name, type of entity and jurisdiction of formation or organization of each of the constituent entities are as follows:

<u>Name</u>	<u>Type of Entity</u>	<u>Jurisdiction of Formation or Organization</u>
TrueMotion, Inc.	Corporation	Delaware
CMT TM Holdings, LLC	Limited Liability Company	Delaware

2. An Agreement and Plan of Merger, dated as of June 16, 2021, has been approved, adopted, certified, executed and acknowledged by each of TrueMotion and CMT TM in accordance with Section 264 of the Delaware General Corporation Law and Section 18-209 of the Delaware Limited Liability Company Act.

3. The name of the surviving entity is CMT TM Holdings, LLC (the "Surviving Entity").

4. A fully executed copy of the Agreement and Plan of Merger is on file at 314 Main Street, Suite 1200, Cambridge, MA 02142, the principal place of business of the Surviving Entity.

5. A copy of the Agreement and Plan of Merger will be furnished by the Surviving Entity, on request and without cost, to any stockholder of TrueMotion or any member of CMT TM.

6. The Certificate of Formation of CMT TM as in effect immediately prior to the effective time of the Merger shall be the Certificate of Formation of the Surviving Entity.

7. This Certificate of Merger, and the merger provided for herein, shall become effective at the time that the filing of this Certificate of Merger is accepted by the Secretary of State of the State of Delaware.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Surviving Entity has caused this Certificate of Merger to be signed by an authorized person this 16th day of June, 2021.

CMT TM HOLDINGS, LLC

By: 
Name: Francis Smith
Title: Authorized Person

[Signature Page to Certificate of Merger]

PATENT
REEL: 057659 FRAME: 0648

**LIMITED LIABILITY COMPANY
OPERATING AGREEMENT
OF
CMT TM HOLDINGS, LLC**

This Limited Liability Company Operating Agreement (this "Agreement") of CMT TM Holdings, LLC, a limited liability company formed under the laws of the State of Delaware (the "Company"), is made and entered into as of June 8, 2021 by Cambridge Mobile Telematics Inc., a Delaware corporation (the "Member").

WITNESSETH:

WHEREAS, the Company was formed upon the filing of the Certificate of Formation (the "Certificate") with the Secretary of State of the State of Delaware on June 8, 2021; and

WHEREAS, the Member wishes to enter into this Agreement to set forth its rights, obligations and duties with respect to the Company.

NOW, THEREFORE, the Member hereby forms a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the "Act"), and hereby agrees as follows:

1. Name. The name of the Company is CMT TM Holdings, LLC.
2. Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto.
3. Principal Office: Registered Agent.

(a) Principal Office. The location of the principal office of the Company shall be 314 Main Street, Suite 1200, Cambridge, MA 02142, or such other location as the Member may from time to time designate.

(b) Registered Agent. The registered agent of the Company for service of process in the State of Delaware and the registered office of the Company in the State of Delaware shall be that person and location reflected in the Certificate. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Member shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

4. Member.

(a) Member. The name and the business, residence or mailing address of the Member is as follows:

Name	Address
Cambridge Mobile Telematics Inc.	314 Main Street, Suite 1200 Cambridge, MA 02142

(b) Membership Interests: Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

5. Management.

(a) Authority: Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Election of Officers: Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (each such designated person, an "Officer"). Any such Officer shall act pursuant to such delegated authority until such Officer is removed by the Member. Any action taken by an Officer designated by the Member pursuant to authority delegated to such Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her. Absent any such delegation by the Member, each Officer shall have the authorities and duties as are normally associated with an officer of similar title of a Delaware corporation.

6. Liability of Member: Indemnification.

(a) Liability of Member. To the fullest extent permitted under the Act, the Member, whether acting as the Member, in its capacity as the manager of the Company, or in any other capacity, shall not be liable for any debts, obligations or liabilities of the Company or each other, whether arising in tort, contract or otherwise, solely by reason of being a Member.

(b) Indemnification. To the fullest extent permitted under the Act, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 6(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

7. Term. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 11.

8. Capital Contributions. The Member has made a capital contribution to the Company in an amount set forth opposite its name on Schedule A attached hereto and representing 100 percent of the membership interests in the Company. The Member may make additional capital contributions to the Company at any time.

9. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts as determined by the Member. Such distributions shall be allocated to the Member.

10. Tax Status: Income and Deductions.

(a) Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed so as to preserve the Company's tax status as a disregarded entity.

(b) Income and Deductions. All items of income, gain, loss, deduction and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction and credit of the Member.

11. Dissolution; Liquidation.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 18-801 of the Act, unless the Company's existence is continued pursuant to the Act.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including, without limitation, the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) thereafter, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file a Certificate of Cancellation in accordance with the Act.

12. Miscellaneous.

(a) Amendments. Amendments to this Agreement may be made only with the consent of the Member.

(b) Governing Law. This Agreement shall be governed by the laws of the State of Delaware.

(c) Fiscal Year. The fiscal year of the Company shall be as determined by the Member from time to time.

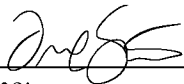
(d) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has executed this Agreement to be effective as of the date first above written.

SOLE MEMBER:

CAMBRIDGE MOBILE TELEMATICS INC.

By:  _____
Name:
Title:

[Signature Page to CMT TM Holdings, LLC Operating Agreement]

PATENT
REEL: 057659 FRAME: 0652

**CMT TM HOLDINGS, LLC
OPERATING AGREEMENT
SCHEDULE A**

MEMBER NAME & ADDRESS	INITIAL CAPITAL CONTRIBUTION	MEMBERSHIP INTERESTS
Cambridge Mobile Telematics Inc. 314 Main Street, Suite 1200, Cambridge, MA 02142	\$1	100%
TOTAL	\$1	100%