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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

TRADEMARK ASSIGNMENT

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Stylesheet Version v1.107/15/2010
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bounce Mobile Systems, Inc.		07/01/2010	CORPORATION: NEVADA
RECEIVING PARTY DATA			
Name:	Telogis, Inc.		
Street Address:	85 Enterprise, Ste 450		
City:	Aliso Viejo		
State/Country:	CALIFORNIA		
Postal Code:	92658		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3278280	REMOTE DYNAMICS	
Registration Number:	3278281	REMOTE DYNAMICS	
Registration Number:	3007145	REMOTE DYNAMICS	
Registration Number:	3000385	REMOTE DYNAMICS TELEMATICS DEFINED	
Registration Number:	3000391	REMOTEDYNAMICS TELEMATICS DEFINED	
Registration Number:	3000392	TELEMATICS DEFINED	
Registration Number:	3000393	REMOTEDYNAMICS TELEMATICS DEFINED	
Registration Number:	3058569	REDIVIEW	
Registration Number:	3058570	REDIVIEW	
Registration Number:	3000394	TELEMATICS DEFINED	
CORRESPONDENCE DATA			
Fax Number:	(858)458-3005		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	8584583000		

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TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

Email:	prosecutiondocketing@paulhastings.com
Correspondent Name:	Todd Schneider
Address Line 1:	Paul, Hastings, Janofsky & Walker LLP
Address Line 2:	P.O. Box 919092
Address Line 4:	San Diego, CALIFORNIA 92191-9092
ATTORNEY DOCKET NUMBER:	36729.00016
NAME OF SUBMITTER:	Todd Schneider
Signature:	/Todd Schneider/
Date:	07/15/2010
Total Attachments: 6 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif	

TRADEMARK

TO:TODD SCHNEIDER COMPANY:PAUL, HASTINGS, JANOFSKY & WALKER LLP

EXECUTION VERSION**TRADEMARK ASSIGNMENT**

This Trademark Assignment ("Assignment") is made and entered into as of July 1, 2010 by and between Telogis, Inc., a Delaware corporation with a place of business at 85 Enterprise, Suite 450, Aliso Viejo, CA 92656, USA ("Assignee") and Bounce Mobile Systems, Inc., a Nevada corporation with a place of business at 30950 Rancho Viejo Road, Suite 120, San Juan Capistrano, CA 92675, USA ("Assignor").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement entered into on even date herewith (the "Purchase Agreement"), pursuant to which Assignor (as Collateral Agent for the Secured Parties (as defined in the Purchase Agreement)) has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the trademarks set forth on Schedule A hereto and described below; and

WHEREAS, Assignee desires to acquire Assignor's entire right, title and interest in and to such trademarks;

NOW, THEREFORE, in consideration of mutual covenants and agreements set forth below and the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the trademarks set forth on Schedule A (the "Marks"), together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, 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 rights to income, royalties, and license fees deriving from the Marks, all claims for damages by reason of past, present and future infringements of the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without charge to Assignee (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights. In

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the event Assignee is unable for any reason, after reasonable effort, to secure Assignor's signature on any document needed in connection with the actions specified in this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, to act for and on Assignor's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section 2 with the same legal force and effect as if executed by Assignor.

3. GENERAL.

3.1 Severability. In the event that any provision or term of this Assignment, or any word, phrase, clause, sentence or other portion thereof is held to be unenforceable or invalid for any reason, such provision or portion thereof will be modified or deleted in such a manner as to make this Assignment, as modified, legal and enforceable to the fullest extent permitted under applicable laws.

3.2 Entire Agreement. This Assignment, including the schedule attached hereto and other agreements and documents referred to herein, contains the entire agreement and understanding of the parties hereto with respect to its subject matter and supersedes all prior and contemporaneous agreements and understandings, oral and written, among the parties with respect to such subject matter. To the extent any provision of this Assignment conflicts with any provision of the Purchase Agreement, the Purchase Agreement will govern.

3.3 Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. This Assignment and the rights and obligations hereunder shall not be assignable by Assignor without the prior written consent of Assignee, and any such purported assignment without such consent shall be void. This Assignment and the rights and obligations hereunder shall be assignable by Assignee without the written consent of Assignor.

3.4 Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of New York, regardless of the laws that might otherwise govern under any applicable principles of conflicts of laws.

3.5 Counterparts. This Assignment may be executed in any number of counterparts, all of which shall be considered one and the same instrument.

[Signature Page Follows]

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

Bounce Mobile Systems, Inc.

By: [Signature]
Name: David Walters
Title: CEO

"Assignee"

Telogis, Inc.

By: _____
David Cozzens
President and Chief Executive Officer

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[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

IN WITNESS WHEREOF, each of the parties hereto has executed this Assignment, or has caused this Assignment to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

"Assignor"

Bounce Mobile Systems, Inc.

By: _____
Name: _____
Title: _____

"Assignee"

Telogis, Inc.

By: 
David Cozzens
President and Chief Executive Officer

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SCHEDULE A

MARKS

Serial Number	Registration Number	Mark
76598158	3278280	REMOTE DYNAMICS
76598191	3278281	REMOTE DYNAMICS
76598192	3007145	REMOTE DYNAMICS
76607574	3000385	REMOTE DYNAMICS TELEMATICS DEFINED
76607662	3000391	REMOTEDYNAMICS TELEMATICS DEFINED
76607664	3000392	TELEMATICS DEFINED
76607668	3000393	REMOTEDYNAMICS TELEMATICS DEFINED
76631425	3058569	REDIVIEW
76631426	3058570	REDIVIEW
74250076	1774642	HIGHWAY MASTER
74447163	1850911	HIGHWAY MASTER
75076904	2108344	ROLLING ETA
75196130	2114091	MILEMASTER
75398962	NONE	MARINEMASTER
75496622	2251508	SOLUTIONS FOR YOUR MOBILE WORLD.
75579631	2451521	ENGINEMASTER
75602246	2453690	TRACKWARE
75923053	NONE	@TRACK COMMUNICATIONS
75929266	NONE	TRACKING THINGS THAT MOVE
75929296	NONE	SIMPLE TO INSTALL. SIMPLE TO USE. SIMPLE TO JUSTIFY.
76022896	2608013	Comprises a planet with "@" creating rings around it

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76022897	2610363	Comprises a planet with "@" creating rings around it, in color
76298888	NONE	@ 20/20V
76300083	NONE	@ 20/20V
76607661	NONE	REMOTEDYNAMICS TELEMATICS REDEFINED
76607663	NONE	TELEMATICS REDEFINED
76607666	NONE	REMOTEDYNAMICS INCORPORATED
76607667	NONE	REMOTEDYNAMICS INCORPORATED
76607669	NONE	TELEMATICS REDEFINED
76607670	3000394	TELEMATICS DEFINED
76607671	NONE	REMOTEDYNAMICS INCORPORATED
76607672	NONE	REMOTEDYNAMICS TELEMATICS REDEFINED
76607673	NONE	REMOTEDYNAMICS TELEMATICS REDEFINED

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