

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ShockWatch, Inc.		09/30/2011	CORPORATION: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rush Tracking Acquisition Corporation		
<b>Street Address:</b>	98 Quigley Blvd.		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2124195	DATARANGER	
Registration Number:	3379401	EQUIPMANAGER	
Registration Number:	3427703	STARTMANAGER	
Registration Number:	3603592	FLEETCONTROL	
Registration Number:	3606384	EQUIPCOMMAND	
Registration Number:	2791290	SHOCKSWITCH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)897-0909		
<b>Email:</b>	BOSIPMAIL@gtlaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	David J. Dykeman		
<b>Address Line 1:</b>	Greenberg Traurig, LLP		
<b>Address Line 2:</b>	One International Place		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		

**CH \$165.00 2124195**

ATTORNEY DOCKET NUMBER:	110560-012300
NAME OF SUBMITTER:	David J. Dykeman
Signature:	/David J. Dykeman/
Date:	12/08/2011
Total Attachments: 7 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif source=Assignment#page6.tif source=Assignment#page7.tif	

## GENERAL INTELLECTUAL PROPERTY ASSIGNMENT

This General Intellectual Property Assignment, dated as of September 30, 2011 (this "Assignment"), is made by and among ShockWatch, Inc., a Nevada corporation ("Assignor"), to and in favor of Rush Tracking Acquisition Corporation, a Delaware corporation ("Assignee"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement, dated as of September 30, 2011 (the "Asset Purchase Agreement"), by and among Rush Tracking Acquisition Corporation, ShockWatch, Inc. and Media Recovery, Inc.

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignee purchased, among other things, all of the right, title and interest in and to the Intellectual Property Licenses and the Intellectual Property Assets (including the items further specified in Schedule A attached hereto and excluding the Excluded IP Assets, collectively, the "Assigned Intellectual Property"); and

**WHEREAS**, pursuant to the Asset Purchase Agreement, Assignor wishes to sell and assign to Assignee, and Assignee wishes to evidence the purchase and assignment from Assignor, of the Assigned Intellectual Property.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Assignor hereby sells, assigns, transfers and sets over to Assignee all of its right, title and interest in and to all of the Assigned Intellectual Property, including specifically, but without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, 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 any income, royalties or payments due or payable as of the date hereof or thereafter which come into the possession of Assignor, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor shall 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, specimens, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment and evidence and perfect Assignee's exclusive ownership of the Assigned Intellectual Property, including, without limitation, with respect to the following: (i) Assignee's preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) Assignee's 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, causing Assignor's employees and independent contractors and those of its affiliated entities to testify as to any facts relating to the Assigned Intellectual Property and this Assignment; (iii) 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 (iv) Assignee's implementation or perfection of this Assignment in all applicable jurisdictions throughout the world. Additionally, Assignor hereby constitutes and appoints Assignee as Assignee's true and lawful attorney in fact, with full power of substitution, in Assignor's name and stead, on behalf of Assignor and for the benefit of Assignee and its successors and assigns, to execute and deliver for and on behalf of Assignor such other and further documents and instruments as may be reasonably required to effectuate this Assignment, including the power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as Assignor might or could do, hereby ratifying and confirming all that either such attorney in fact, or such attorney in fact's substitute or substitutes, shall lawfully do or cause to be done by virtue of this power of attorney and the rights and powers herein granted (the power of attorney granted herein is exclusively intended for actions necessary to perfect the assignments set out herein and does not extend to any other actions). Assignor acknowledges and agrees that said power of attorney is coupled with an interest and is and shall be irrevocable. Assignor further acknowledges that Assignee, in serving in such capacity at the request of Assignor, is not assuming any of Assignor's obligations.

3. Assignor hereby requests the Commissioner of Patents and Trademarks and the Register of Copyrights to record, as applicable, Assignee as the Assignee and owner of the Assigned Intellectual Property.

4. This Assignment is being executed by Assignor and Assignee and shall be binding upon each of Assignor and Assignee, their respective successors and assigns, for the respective uses and purposes herein set forth and referred to, and shall be effective as of the date hereof. This Assignment may not be modified or amended except by an instrument or instruments in writing signed by Assignor and Assignee.

5. No provision of this Assignment shall diminish, reduce, rescind, waive or in any way negatively affect the benefit to Assignee of the express provisions (including the representations, warranties, covenants, agreements, conditions, or any of the obligations and indemnifications relating thereto of the Assignor) set forth in the Asset Purchase Agreement.

6. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

7. This Assignment may be executed in any number of counterparts, and any party hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. This Assignment shall become effective when each party hereto shall have

received a counterpart hereof signed by the other party hereto. The parties agree that the delivery of this Agreement may be effected by means of an exchange of facsimile or electronically transferred signatures.

*[Signature Page Follows]*

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized representative as of the date set forth above.

ASSIGNOR:

SHOCKWATCH, INC.

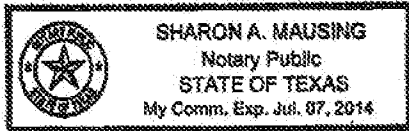
By: *Gerard Smith*  
Name: Gerard Smith  
Title: Chief Executive Officer

STATE OF Texas )  
COUNTY OF Dallas ) SS:

The foregoing Assignment was acknowledged before me this 30 day of September 2011 by Gerard Smith, the Chief Executive Officer of ShockWatch, Inc., a Nevada corporation. He is personally known to me or has produced - N/A - as identification.

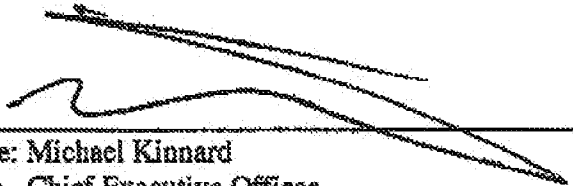
Notary: *Sharon A. Mausing*  
Print Name: Sharon A. Mausing

[NOTARIAL SEAL]  
Notary Public, State of Texas  
My commission expires: 7.7.2014



ASSIGNEE:

RUSH TRACKING ACQUISITION  
CORPORATION

By:   
Name: Michael Kinnard  
Title: Chief Executive Officer

STATE OF Delaware )  
COUNTY OF New Castle )

SS:

The foregoing Assignment was acknowledged before me this 29<sup>th</sup> day of September 2011 by Michael Kinnard, the CEO of Rush Tracking Acquisition Corporation, a Delaware corporation. He is personally known to me or has produced Drivers License as identification.

Notary: Helen C Gilmore  
Print Name: HELEN C GILMORE

[NOTARIAL SEAL]  
Notary Public, State of Delaware  
My commission expires: 10-22-12

HELEN C. GILMORE  
NOTARY PUBLIC  
STATE OF DELAWARE  
My commission expires Oct. 22, 2012

## EXHIBIT A

### Assigned Intellectual Property

#### A. Marks

- |                 |  |
|-----------------|--|
| 1. DATARANGER   | US Trademark Registration Number 2,124,195 |
| 2. EQUIPMANAGER | US Trademark Registration Number 3,379,401 |
| 3. STARTMANAGER | US Trademark Registration Number 3,427,703 |
| 4. FLEETCONTROL | US Trademark Registration Number 3,603,592 |
| 5. EQUIPCOMMAND | US Trademark Registration Number 3,606,384 |
| 6. SHOCKSWITCH  | US Trademark Registration Number 2,791,290 |
| 7. SHOCKMATE    | Unregistered                               |

#### B. Domain Names                      Expiration Dates

- |                                |          |
|--------------------------------|----------|
| 1. www.equipmentmonitors.com   | 8/7/12   |
| 2. www.equipmentmonitors.net   | 8/7/12   |
| 3. www.startmanager.net        | 2/8/12   |
| 4. www.usagemanager.com        | 8/7/12   |
| 5. www.usagemanager.net        | 8/7/12   |
| 6. www.usagemanager.us         | 11/26/12 |
| 7. www.fleetcontrolmanager.com | 4/20/14  |
| 8. www.fleetcontrolmanager.net | 4/20/14  |
| 9. www.equipmanager.net        | 4/20/14  |

#### C. Copyrights/Works of Authorship

##### Unregistered Copyrights

1. EquipCommand Software
2. EquipManager Software (discontinued)
3. StartManager Software (discontinued)
4. UsageManager Software (discontinued)
5. ShockMate Software (discontinued)
6. ShockWatch End User License Agreement for EquipCommand Software
7. EquipManager Installation Manual
8. EquipCommand Enterprise Software: EquipManager, Software Version 3.4.0
9. FleetControl Manager Installation Manual
10. EquipCommand Enterprise Software: FleetControl Manager, Management Software Version 3.4.0, Firmware Version 1.03
11. ImpactManager ID/RF Installation Manual
12. EquipCommand Enterprise Software: ImpactManager RF, Software Version 3.4.0
13. EquipCommand Enterprise Software: ImpactManager ID, Software Version 3.4.0
14. StartManager Installation Manual
15. StartManager Programming and Data Retrieval Software For Use with StartManager Software Version 1.0.0.0



16. Equipment Monitor Price Lists

17. Equipment Monitor Sales Brochures and Sales Presentations