

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM427852

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Advanced Public Safety, Inc.		02/26/2016	Corporation: FLORIDA
RECEIVING PARTY DATA			
Name:	TriTech Software Systems		
Street Address:	9477 Waples Street, Suite 100		
City:	San Diego		
State/Country:	CALIFORNIA		
Postal Code:	92121		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3267515	CRIMEVIEW	
Registration Number:	4363113	NEARME	
CORRESPONDENCE DATA			
Fax Number:	2127288111		
<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:	2127288000		
Email:	ipdept@willkie.com		
Correspondent Name:	Preeta Reddy c/o Willkie Farr & Gallaghe		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	123098.00004 PR		
NAME OF SUBMITTER:	Preeta Reddy		
SIGNATURE:	/preetareddy/		
DATE SIGNED:	05/17/2017		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (this "Agreement") is made as of February 26, 2016 by and between Advanced Public Safety, Inc., a Florida corporation ("Assignor"), and TriTech Software Systems, a California corporation ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the date hereof (as such agreement may have been, or may from time to time be, amended, supplemented or otherwise modified, the "Purchase Agreement").

WHEREAS, Assignor is the owner of all right, title and interest in, to and under the marks set forth on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the Business connected with and symbolized by the Trademarks and has applied for the marks set forth on Schedule B attached hereto (the "Applications").

WHEREAS, Assignee is the successor to the portion of the ongoing and existing business of Assignor to which the Trademarks and Applications pertain.

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in, to and under the Trademarks, together with the goodwill of the Business connected with and symbolized by the Trademarks and the Applications.

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual agreements, provisions and covenants contained herein and in the Purchase Agreement, Assignor and Assignee agree as follows:

1. **Undefined Terms**. All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Purchase Agreement.

2. **Assignment**. Assignor hereby assigns, transfers, conveys and delivers to Assignee, its successors and assigns, all of Assignor's right, title and interest in, to and under the Trademarks and the Applications in the United States and throughout the world, together with the goodwill of the Business connected with and symbolized by the Trademarks, including, without limitation, all registrations and applications therefor, which may include applications filed on the basis of applicant's bona fide intent to use the subject marks, the right to renew any registrations included in the Trademarks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Trademarks, the right to sue for past, present or future infringement and to collect and retain all damages and profits related to the foregoing, and any priority right that may arise from any such Trademarks.

3. **Purchase Agreement**. This Agreement is in accordance with and is subject to all of the representations, warranties, covenants, exclusions and indemnities set forth in the Purchase Agreement. Notwithstanding any other provision of this Agreement to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement. This

Agreement is intended only to effect the transfer of the Trademarks and the Applications pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement. In the event of any conflict between this Agreement and the Purchase Agreement, the terms of the Purchase Agreement shall control.

4. **Further Assurances.** At and from time to time following the Closing, Assignor and Assignee shall take such actions as are reasonably necessary or appropriate to give effect to the purpose and intent of this Agreement.

5. **Facsimile Signatures; Counterparts.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, but all of which when taken together shall constitute one and the same agreement. Each counterpart may be delivered by facsimile transmission or electronic transmission in portable document format, or retransmission of the same, which transmission or retransmission shall be deemed to be delivery of an originally executed document.

5. **Governing Law.** This Agreement shall be governed, including as to validity, interpretation and effect, by, and construed in accordance with, the internal Laws of the State of Delaware applicable to agreements made and fully performed within the State of Delaware without giving effect to the principles of conflicts of laws.

6. **Partial Invalidity.** Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.


7. **No Third Party Beneficiaries.** This Agreement is for the sole and exclusive benefit of the parties hereto and their respective successors and assigns, and no third party is intended to or shall have any rights hereunder.

8. **Successors and Assigns.** This Agreement shall be binding on Assignor and its successors and assigns, and shall accrue to the benefit of Assignee and its successors and assigns.

[Remainder of page left blank intentionally. Signature page follows.]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

ASSIGNOR:

By: 
Name: James A. Kirkland
Title: Vice President

ASSIGNEE:

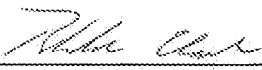
By: _____
Name:
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Agreement to be executed as of the date first above written.

**ASSIGNOR: ADVANCED PUBLIC SAFETY,
INC.**

By: _____
Name:
Title:

ASSIGNEE: TRITECH SOFTWARE SYSTEMS

By: 
Name: Blake Clark
Title: Chief Financial Officer, Treasurer and
Secretary

Schedule A

Trademarks

Marks	Serial No.	Filing Date	Registration No.	Registration Date	Owner
CRIMEVIEW	77-009591	9/28/2006	3267515	7/24/2007	ADVANCED PUBLIC SAFETY, INC.
NEARME	85-468166	11/9/2011	4363113	7/9/2013	ADVANCED PUBLIC SAFETY, INC.

Schedule B
Trademark Applications

None.