OP \$40.00 86305067

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM342817

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ORB Analytics, Inc.		03/31/2015	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Federated Wireless, Inc.	
Street Address:	4301 N. Fairfax Drive, Suite 310	
City:	Arlington	
State/Country:	VIRGINIA	
Postal Code:	22203	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	86305067	METROSENSE

CORRESPONDENCE DATA

Fax Number: 6175265000

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.

Phone: 617-526-6448

Email: janey.davidson@wilmerhale.com **Correspondent Name:** Michael J. Bevilacqua, Esquire

Address Line 1: Wilmer Cutler Pickering Hale and DorrLLP

Address Line 2: 60 State Street

Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER:	2210.198.127
NAME OF SUBMITTER:	Michael J. Bevilacqua
SIGNATURE:	/michael j. bevilacqua/
DATE SIGNED:	05/29/2015

Total Attachments: 5

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Assignment of Trademarks

This ASSIGNMENT OF TRADEMARKS (this "Assignment"), is entered into and made effective as of March 31, 2015, by and between Federated Wireless, Inc., a Delaware corporation ("Assignee") located at 4301 N. Fairfax Drive, Suite 310, Arlington, VA 22203, and ORB Analytics, Inc., a Massachusetts corporation ("Assignor") located at 490 Virginia Road, Concord, MA 01742.

WHEREAS, Assignor owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Schedule A attached hereto and incorporated herein by this reference ("Marks");

WHEREAS, Assignee desires to acquire all of the right, title and interest of Assignor in, to and under the Marks, together with the goodwill symbolized by the Marks;

WHEREAS, Assignor and Assignee have entered into a certain Asset Purchase Agreement, dated as of March 24, 2015 (the "Asset Purchase Agreement"), assigning, among other things, all right, title and interest in and to the Marks from Assignor to Assignee, in accordance with the terms and conditions set forth therein.

NOW, THEREFORE, in consideration of the payment being made under the Asset Purchase Agreement and the foregoing premises and the mutual covenants and agreements contained herein and in the Asset Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

1. Assignment of Marks. Assignor does hereby assign to Assignee its entire right, title and interest in and to the Marks, and to the applications and/or registrations for the Marks, together with the goodwill symbolized by the Marks, including the right to sue for and collect damages incurred as a result of any past, present or future infringement, misappropriation or violation of rights related to the Marks.

2. Recordation.

- a. Assignor hereby authorizes and requests that:
 - i. Officials throughout the world whose duty it is to register and record ownership in intellectual property rights, including, without limitation, the Commissioner of the U.S. Patent and Trademark Office, record Assignee as the sole and exclusive assignee and owner of any and all of the Marks; and
 - ii. Assignee record this Assignment with the U.S. Patent and Trademark Office and all other applicable foreign trademark offices or other relevant governmental authorities.

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- b. Assignor hereby grants the Assignee the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.
- 3. Further Acts. Assignor shall duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents and instruments, as may be necessary or as Assignee may reasonably request in order to fulfill the purposes and intent of this Assignment. Assignor is not entitled to further compensation for such actions, save that Assignee will cover document preparation, courier, notarization, and other reasonable costs incurred by Assignor when taking such actions.
- 4. <u>Miscellaneous</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware. This Assignment may be executed and delivered (including by electronic mail transmission) in one or more counterparts, any of which need not contain the signature of more than one person, but all such counterparts taken together will constitute one and the same instrument. For the avoidance of doubt, nothing set forth in this Assignment is intended to limit the representations, warranties and covenants in the Asset Purchase Agreement. This Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. No modification, amendment or waiver of any provision of this Assignment shall be effective unless it is in writing and signed by the parties hereto.

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TRADEMARK REEL: 005525 FRAME: 0394 IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNOR: ORB ANALYTICS, INC.

James Somuel Machini

Title: Prosidet

State of Massachusetts

County of Suffilk

On March 24, 2015 before me, Katherine Shultz. Notary Public, personally appeared Samuel Jay Machine, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

Notary Public

Litterine Sylp

KATHERINE S. SHULT NOTOTY PUBLIC COMMONWEALTHOF MASSACH My Commission Expire May 07, 2021 IN WITNESS WHEREOF, each of the parties have caused this Assignment to be duly executed and delivered as of the day and year first above written.

ASSIGNEE:

	FB	ERATED WIRELESS, INC.
	Ву	Digitally signed by Iyad Tarazi FW Diyad Tarazi FW Diya
	Na Na	e:lyad Tarazi
	Ti	CEO
itata af		
be the person whe executed the sam	ose name is subscribed of in his/her authorized of	, Notary Public, personally appeared e (or proved to me on the basis of satisfactory evidence) to the within instrument and acknowledged to me that he/she pacity(ies), and that by his/her signature on the instrument ch the person acted, executed the instrument.
Witness n	ny hand and official seal	
		Notary Public

[Signature Page to Assignment of Trademarks]

SCHEDULE A

Scheduled Trademark Rights

U.S. Trademark Application No. 86305067 - METROSENSE

[Signature Page to Assignment of Trademarks]

TRADEMARK

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