

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Qinetiq Limited		02/20/2009	CORPORATION: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
Name:	Integral Systems, Inc.		
Street Address:	6721 Columbia Gateway Drive		
City:	Columbia		
State/Country:	MARYLAND		
Postal Code:	21046		
Entity Type:	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2718505	SATID	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(949)475-4754		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	949-451-3800		
Email:	skann@gibsondunn.com		
Correspondent Name:	Stephanie S. Kann		
Address Line 1:	3161 Michelson Drive		
Address Line 4:	Irvine, CALIFORNIA 92612		
ATTORNEY DOCKET NUMBER:	43500-00012		
NAME OF SUBMITTER:	Stephanie S. Kann		
Signature:	/stephanie s. kann/		
Date:	10/14/2009		

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Total Attachments: 4

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## **TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made as of February 20, 2009, by QINETIQ LIMITED, registered in England and Wales with company number 03796233 and with a registered office at 85 Buckingham Gate, London, SW1E 6PD ("Assignor"), to INTEGRAL SYSTEMS, INC., a Maryland corporation having its principal place of business at 5000 Philadelphia Way, Lanham, Maryland 20706-4417, USA ("Assignee").

### **RECITALS**

A. Assignor and Assignee have entered into an Assignment and Sale of Intellectual Property Rights and Transfer of Commercial Records dated as of February 20, 2009 (the "Purchase Agreement"). All capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Purchase Agreement.

B. Assignor owns the United States registered trademark and International registered trademarks as set forth on Exhibit A hereto (the "Assigned Trademarks").

C. Pursuant to the Purchase Agreement, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and agreements contained in the Purchase Agreement and the covenants and agreements in this Assignment and to induce Assignee to consummate the transactions contemplated by the Purchase Agreement, Assignor agrees as follows:


1. Assignor hereby assigns, sells, transfers and sets over unto Assignee all of Assignor's right, title and interest in and to the Assigned Trademarks, including the goodwill associated therewith and symbolized thereby, all rights of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Assigned Trademarks, including the right to bring an action for past, present and future infringement, dilution, misappropriation, or misuse, all rights to recover damages, profits and injunctive relief with respect thereto, and all income, royalties, damages and payments now or hereafter due or payable with respect thereto, and all causes of action and claims (either in law or in equity) for past, present and future infringement, dilution, misappropriation, or misuse, of the Assigned Trademarks, the 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.

2. Assignor hereby covenants with Assignee and the successors and assigns of Assignee that, from time to time after the date hereof, Assignor will promptly execute, acknowledge and deliver to Assignee any and all such instruments of sale, transfer, conveyance, assignment, powers of attorney and other instruments as may reasonably be requested by Assignee in order to vest in Assignee all of Assignor's right, title and interest in and to the

Assigned Trademarks, to facilitate Assignee's enjoyment and enforcement of the Trademarks and the related rights and causes of action assigned hereby and to carry out the purpose and intent of this Assignment.

**IN WITNESS WHEREOF**, Assignor has executed this Assignment as of the date first set forth above.

**QINETIQ LIMITED**

By:   
Name: H.G. LANKESTER  
Title: DIRECTOR I.P.

**EXHIBIT A**

**Trademarks**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Country</u></b>
SATID	2,718,505	USA
SATID	T0100710J	Singapore
SATID	T0100711I	Singapore
SATID	2246672	United Kingdom