

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
ifour, LLC		10/23/2009	LIMITED LIABILITY COMPANY: VIRGINIA
RECEIVING PARTY DATA			
Name:	SM&A		
Street Address:	4695 MacArthur Court, 8th Floor		
City:	Newport Beach		
State/Country:	CALIFORNIA		
Postal Code:	92660		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3092385	IFOUR	
Registration Number:	3092386	IFOUR INTELLIGENCE INSIGHT INNOVATION INTEGRITY	
CORRESPONDENCE DATA			
Fax Number:	(310)552-7031		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-551-8755		
Email:	arobertsonbora@gibsondunn.com		
Correspondent Name:	Mandy Robertson-Bora		
Address Line 1:	2029 Century Park East, 40th Floor		
Address Line 2:	Gibson, Dunn & Crutcher LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90067-3026		
ATTORNEY DOCKET NUMBER:	90391-00002		
NAME OF SUBMITTER:	Mandy Robertson-Bora		
Signature:	/mandy robertson-bora/		

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TRADEMARK

Date:

10/23/2009

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY AGREEMENT

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Agreement") is dated as of October 23, 2009 (the "Closing Date") by and among ifour, LLC, a Virginia limited liability company ("ASSIGNOR") and SM&A, a Delaware corporation ("ASSIGNEE"). All capitalized terms that are not defined herein shall have the meaning ascribed to them in the APA (as defined below).

Recitals

WHEREAS, concurrently herewith, ASSIGNOR and ASSIGNEE are entering into an Asset Purchase Agreement (the "APA") by and among ASSIGNEE, ASSIGNOR, Intelx, LLC, a Virginia limited liability company, Gary P. Loyd, and Jonathan Tarlin pursuant to which the Seller is to sell, and the Buyer is to purchase, the Purchased Assets;

WHEREAS, ASSIGNOR is the sole owner of all Seller Intellectual Property, including, without limitation, the trademark registrations listed in Exhibit A and the internet domain name "http://www.ifourllc.com;"

WHEREAS, ASSIGNOR has acquired the goodwill associated with and symbolized by the trademarks, service marks and trade dress included in the Seller Intellectual Property (the "Goodwill") and has not abandoned the same;

WHEREAS, ASSIGNOR is the sole registrant of "http://www.ifourllc.com" (the "Domain Name"), currently registered with Brandon Gray Internet Services, Inc. d/b/a Namejuice.com (the "Registrar");

WHEREAS, pursuant to the APA, ASSIGNEE acquires and ASSIGNOR assigns all rights, title and interest in and to the Seller Intellectual Property throughout the world; and

WHEREAS, pursuant to the APA, ASSIGNOR is obligated to execute and deliver this Agreement.

NOW, THEREFORE, in light of the foregoing and the mutual consideration provided for herein, the parties agree as follows:

1. Purchase and Sale.

- 1.1. Assignment. ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title and interest in and to the Seller Intellectual Property throughout the world, together with the Goodwill; said rights, title and interest include, without limitation, any and all causes of action heretofore accrued in ASSIGNOR's favor for infringement or other violation of the aforesaid rights and the right to collect damages and other rights or remedies heretofore accrued with respect thereto, to have and to hold the same unto ASSIGNEE absolutely.

- 1.2. Further Actions. At any time and from time to time hereafter, ASSIGNOR shall forthwith, upon ASSIGNEE's written request and at its sole expense, take any and all steps reasonably requested by ASSIGNEE, including, without limitation, the execution, acknowledgment and delivery to ASSIGNEE any and all further instruments, documents and assurances, to vest the Seller Intellectual Property and related rights in ASSIGNEE or to perfect and record this assignment, and to facilitate ASSIGNEE's enjoyment and enforcement of the Seller Intellectual Property and related rights. ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and its duly authorized officers and agents as ASSIGNOR'S agent and attorney in fact, to act for and on its behalf and stead to execute and file any such instruments, documents and assurances and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright, trademark or service mark registrations or transfers or assignments thereof or of any other Seller Intellectual Property with the same legal force and effect as if executed by ASSIGNOR. This appointment is coupled with an interest in and to the Seller Intellectual Property and shall be irrevocable.
- 1.3. Fees. Any fees of the Registrar or the U.S. Patent and Trademark Office, required to effect the transfer of the Domain Name and the trademark registrations listed in Exhibit A, shall be paid by ASSIGNEE.

2. Miscellaneous.


- 2.1. Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable Law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.
- 2.2. Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California.

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IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

IFOUR, LLC, a Virginia limited liability company (ASSIGNOR)

By: Intelx, LLC, a Virginia limited liability company, its sole member

By: 
Signature
GARY P. LOYD
Printed Name
CEO
Title

SM&A, a Delaware corporation (ASSIGNEE)

By: _____
Signature

Printed Name

Title

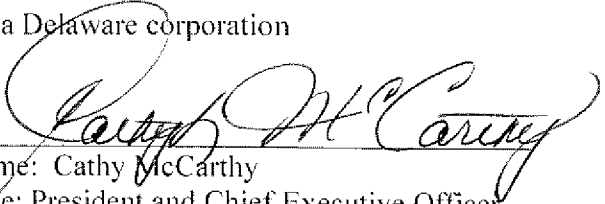
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed as of the date and year first written above.

IFOUR, LLC, a Virginia limited liability company

By: Intelx, LLC, a Virginia limited liability company,
its sole member

By: _____
Name: Gary P. Loyd
Title: Manager

SM&A, a Delaware corporation

By: 
Name: Cathy McCarthy
Title: President and Chief Executive Officer

[Signature page to Assignment of Intellectual Property Agreement]

EXHIBIT A

Mark	Serial/ Registration Number	Filing/ Registration Date	Owner	Goods/ Services	Status	Next Action
United States						
Ifour (name)	Serial No. 78/495,489; Reg. No. 3,092,385	Filing Date 10/06/2004; Reg. Date 05/16/2006	ifour, llc	Business consulting services in the federal, state and local government contracting field, namely, management consulting in the fields of business development, market and business strategy, market analysis, and competitive analysis, for government systems integrators, vendors and service providers that specialize in federal defense, aerospace, IT, homeland security, and operations and maintenance.	Registered	Declaration of Use due between 05/16/2015 and 05/16/2016
Ifour (mark)	Serial No. 78/495,519 Reg. No. 3,092,386	Filing Date 10/06/2004; Reg. Date 05/16/2006	ifour, llc		Registered	Declaration of Use due between 05/16/2015 and 05/16/2016