

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Applications Technology, Inc.		11/05/2010	CORPORATION: DISTRICT OF COLUMBIA

**RECEIVING PARTY DATA**

Name:	Science Applications International Corporation
Street Address:	1710 SAIC Drive
City:	McLean
State/Country:	VIRGINIA
Postal Code:	22102
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	3348326	APPTEK
Registration Number:	3210553	NAMEFINDER
Registration Number:	3135779	MEMORYSPHERE
Registration Number:	3414497	APPTEK
Registration Number:	2702705	LOCALSPHERE
Registration Number:	2691151	TRANSPHERE
Registration Number:	3432270	AMBASSADOR
Registration Number:	3621911	AMBASSADOR
Registration Number:	3690445	NAMESPHERE
Registration Number:	3710102	VSCRIBE
Registration Number:	3788115	MEDIASPHERE
Serial Number:	77500061	VIDEOSCRIBE

**CORRESPONDENCE DATA**

**900175801**

**TRADEMARK  
 REEL: 004418 FRAME: 0279**

**CH \$315.00 3348326**

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Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

ATTORNEY DOCKET NUMBER:	824210010
NAME OF SUBMITTER:	Jennifer L. Elgin
Signature:	/Jennifer L. Elgin/
Date:	11/18/2010

Total Attachments: 5  
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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of November 10, 2010 by and between APPLICATIONS TECHNOLOGY, INC., a District of Columbia corporation ("Assignor"), and SCIENCE APPLICATIONS INTERNATIONAL CORPORATION, a Delaware corporation ("Assignee").

WHEREAS, Assignor and Assignee, among others, are parties to that certain Asset Purchase Agreement dated as of November 5, 2010 ("Asset Purchase Agreement") whereby Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor various assets, including without limitation, the marks identified in Exhibit A attached hereto and the U.S. trademark registrations and/or applications pertaining thereto (the "Trademarks").

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, and all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, together with the goodwill of the business symbolized by or associated with the Trademarks, and the right to sue and recover for past infringements, dilution, and other violations. Assignor agrees that, upon the request of Assignee, Assignor will execute all documents, make rightful oaths, testify on behalf of Assignee, and do all other lawful acts necessary to carry out the intent of the Assignment.

2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the Trademarks, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. General.

a. Amendment. This Assignment may not be amended or modified other than by an instrument in writing signed by the parties hereto.

b. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, expressed or implied, shall give or be construed to give any person or entity, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

c. Governing Law. This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of Delaware, without regard to the conflict or choice of law provisions thereof.

d. Counterparts. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures delivered electronically (e.g. via pdf file) shall be deemed to be the equivalent of original signatures for purposes of this Assignment and any amendments hereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

APPLICATIONS TECHNOLOGY, INC.,  
a District of Columbia corporation

By:  \_\_\_\_\_

Name: Mudan Yaghi

Title: Co-CEO

SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION,  
a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.


APPLICATIONS TECHNOLOGY, INC.,  
a District of Columbia corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCIENCE APPLICATIONS INTERNATIONAL  
CORPORATION,  
a Delaware corporation

By:  \_\_\_\_\_

Name: Kevin E. Murphy

Senior Vice President,

Title: Strategic Transactions Director

**EXHIBIT A**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Registration Date</b>
1.	78851461	3348326	APPTEK (Trademark)	12/4/2007
2.	78718231	3210553	NAMEFINDER	2/20/2007
3.	78718135	3135779	MEMORYSPHERE	8/29/2006
4.	78134931	3414497	APPTEK (SERVICE MARK)	4/22/2008
5.	78132046	2702705	LOCALSPHERE	4/1/2003
6.	78131976	2691151	TRANSPHERE	2/25/2003
7.	77125438	3432270	AMBASSADOR (handheld device)	5/20/2008
8.	77472802	3621911	AMBASSADOR (software)	5/19/2009
9.	77559204	3690445	NAMESPHERE	9/29/2009
10.	77569658	3710102	VSCRIBE	11/10/2009
11.	77500061		VIDEOSCRIBE	
12.	77559230	3788115	MEDIASPHERE	5/11/2010