

## 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
SRA International, Inc.		12/15/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KoolSpan, Inc.		
Street Address:	4962 Fairmont Avenue		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	77884056	ONE VAULT VOICE	
Registration Number:	4034578	ONE VAULT MESSENGER	
CORRESPONDENCE DATA			
Fax Number:	(202)408-4400		
Phone:	202 408-4000		
Email:	docketing@finnegan.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	B. Brett Heavner		
Address Line 1:	901 New York Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20001-4413		
ATTORNEY DOCKET NUMBER:	06551.0177		
NAME OF SUBMITTER:	B. Brett Heavner		
Signature:	/b brett heavner/		

OP \$65.00 77884056

Date:

12/20/2011

**Total Attachments: 4**

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## Trademark Assignment

WHEREAS, SRA International, Inc., a Delaware corporation (hereinafter "Assignor"), is the owner of the marks, applications and registrations identified in the attached Schedule A (hereinafter "the **Marks**"); and

WHEREAS, KoolSpan, Inc., a Delaware corporation ("Assignee"), is acquiring certain assets of Assignor's subsidiary, Systems Research and Applications Corporation, a Virginia corporation, in an Asset Purchase Agreement dated December 15, 2011, including but not limited to, the **Marks**;

WHEREAS, Assignor and Assignee wish to confirm the transfer of ownership of the **Marks**, to Assignee from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, intending to be legally bound, hereby confirms the assignment of, and/or to the extent necessary now assigns, to Assignee, its successors and assigns, of the full and exclusive right, title and interest in and to the **Marks**, including U.S. federal trademark registration numbers, the common law rights to the **Marks**, and the goodwill of the business associated therewith, as fully and entirely as the same would have been held and enjoyed by Assignor had the Assignment not been made, including all claims for damages by reason of infringement and the right to sue for and collect the same for its own use and for the use of its successors and assigns and other legal representatives.

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of this Trademark Assignment, the Assignor is the sole and lawful owner of the entire right, title, and interest in and to the **Marks**, and that the same are unencumbered, and that the

Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Marks, at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

This assignment, effective as of the closing of transactions contemplated by the Asset Purchase Agreement, is executed this 15<sup>th</sup> day of December 2011.

**ASSIGNOR**

**SRA International, Inc.**

By: Richard J. Nadeau  
Name: RICHARD J NADEAU  
Title: EVP and CFO

**ASSIGNEE**

**KOOLSPAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Assignor has good and full right and lawful authority to sell and convey the same in the manner herein set forth;

AND for the same consideration, the Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns that the Assignor will, whenever counsel of the Assignee, or the counsel of its successors, legal representatives, and assigns, shall advise that any proceeding in connection with the Marks, is lawful and desirable, sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done for the procurement, maintenance, enforcement and defense of the Marks, at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

This assignment, effective as of the closing of transactions contemplated by the Asset Purchase Agreement, is executed this \_\_\_\_ day of December 2011.

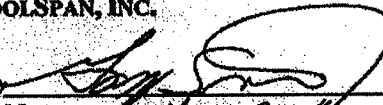
**ASSIGNOR**

**SRA International, Inc.**

By: \_\_\_\_\_  
Name:  
Title:

**ASSIGNEE**

**KOOLSPAN, INC.**

By:   
Name: *Doug Smith*  
Title: *CEO*

**SCHEDULE A**

**Trademark and Service Mark Registrations and Applications**

<b>Applicant</b>	<b>Country</b>	<b>Trademark</b>	<b>Registration Date</b>	<b>Registration No.</b>
SRA International, Inc.	U.S.	One Vault Voice	12/2/2009 (filed)	77/884056
SRA International, Inc.	U.S.	One Vault Messenger	10/4/2011	4,034,578
SRA International, Inc.	European Community	One Vault Voice	8/25/2011	9814468
SRA International, Inc.	European Community	One Vault Messenger	8/25/2011	9814534