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03/07/2012

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
		00/00/0040	LIMITED LIABILITY
Lookingglass Cyber Solutions, LLC		03/06/2012	COMPANY: MARYLAND

RECEIVING PARTY DATA

Name:	Lookingglass Cyber Solutions, Inc.	
Street Address:	1001 S. Kenwood Avenue	
City:	Baltimore	
State/Country:	MARYLAND	
Postal Code:	21224	
Entity Type:	CORPORATION: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3394517	S
Registration Number:	3378385	SOTERIA
Registration Number:	3695830	SCOUTVISION
Serial Number:	77864349	CLOUDSCOUT

CORRESPONDENCE DATA

Fax Number:

(410)727-1115

Phone:

410-727-6600

Email:

gshirley@rosenbergmartin.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Correspondent Name:

Gabrielle D. Shirley

Address Line 1:

25 South Charles Street, Suite 2115

Address Line 4:

Baltimore, MARYLAND 21201

NAME OF SUBMITTER:

Gabrielle D. Shirley

TRADEMARK REEL: 004804 FRAME: 0878

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), dated as of March 7, 2012, is made by LOOKINGGLASS CYBER SOLUTIONS, LLC, a Maryland limited liability company ("Assignor") and LOOKINGGLASS CYBER SOLUTIONS, INC., a Delaware corporation ("Assignee"), the recipient of certain intellectual property of Assignor pursuant to that certain Series A-2 Preferred Stock Purchase Agreement, dated January 24, 2012, by and among Assignor, Assignee, and the Purchasers identified therein (the "Purchase Agreement").

WHEREAS, pursuant to the Purchase Agreement, Assignor has conveyed, transferred and assigned to Assignee, certain intellectual property of Assignor, and has agreed to execute and deliver this Trademark Assignment, for recording with governmental authorities including, but not limited to, the U.S. Patent and Trademark Office;

NOW THEREFORE, the parties agree as follows:

- 1. <u>Assignment</u>. For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee all of Assignor's right, title and interest in and to the following (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks:
- (a) the trademark registrations and trademark applications set forth on <u>Schedule 1</u> hereto and all issuances, extensions and renewals thereof;
- (b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;
- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Recordation and Further Actions</u>. Assignor authorizes the Commissioner for Trademarks and any other governmental officials to record and register this Trademark Assignment upon request by Assignee. Assignor shall take such steps and actions following the date hereof, including the execution of any documents, files, registrations, or other similar items, to ensure that the Assigned Trademarks are properly assigned to Assignee, or any assignee or successor thereto.

TRADEMARK
REEL: 004804 FRAME: 0879

- 3. <u>Counterparts</u>. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.
- 4. <u>Successors and Assigns</u>. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 5. Governing Law. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Maryland, without giving effect to any choice or conflict of law provision or rule (whether of the State of Maryland or any other jurisdiction).

[Signature page follows.]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

ASSIGNOR:

LOOKINGGLASS CYBER SOLUTIONS, LLC

By: LOOKINGGLASS CYBER SOLUTIONS, INC., its Sole Member

Title: President

ACCEPTED BY:

ASSIGNEE:

LOOKINGGLASS CYBER SOLUTIONS, INC.

Name: Brian Garmey

Title: President

SCHEDULE 1

Registration No. 3394517

Mark: Stylized "S"

Registered to Soteria Network Technologies, LLC (previous name of the

Company)

Registration No. 3378385

Mark: Soteria

Registered to Soteria Network Technologies, LLC

Registration No. 3695830

Mark: ScoutVision

Serial No. 77864349 Mark: CloudScout

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