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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
Dynamics Research Corporation		07/19/2010	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Metrigraphics, LLC	
Street Address:	50 Concord Street	
City:	Wilmington	
State/Country:	MASSACHUSETTS	
Postal Code:	01887	
Entity Type: LIMITED LIABILITY COMPANY: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark	
Registration Number:	1102346	METRIGRAPHICS	

CORRESPONDENCE DATA

6172484000 Fax Number:

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

via US Mail.

Email: tmadmin@choate.com Correspondent Name: Elizabeth A. Walker Address Line 1: Two International Place Address Line 2: Choate Hall & Stewart LLP

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	2006061.0008	
NAME OF SUBMITTER:	Elizabeth A. Walker	
Signature:	/Elizabeth A. Walker/	

Date:	09/12/2012	
Total Attachments: 4 source=Assignment of Trademarks (2)#page1.tif source=Assignment of Trademarks (2)#page2.tif source=Assignment of Trademarks (2)#page3.tif source=Assignment of Trademarks (2)#page4.tif		

ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks is entered into as of July 19, 2010 by and between Dynamics Research Corporation (the "<u>Assignor</u>"), and Metrigraphics, LLC (the "<u>Assignee</u>").

WHEREAS, pursuant to an Asset Purchase Agreement (the "<u>Purchase Agreement</u>"), dated as of July 19, 2010, by and between Assignor and Assignee, the Assignee shall acquire the Assets including, without limitation, the Metrigraphics Mark (as defined below).

WHEREAS, the Assignor is the sole and exclusive owner of the entire right, title and interest in and to the trademark listed on <u>Schedule A</u> attached hereto and all variations thereof (the "<u>Metrigraphics Mark</u>"). The Assignee wishes to acquire, and the Assignor wishes to assign, the Assignor's entire right, title and interest in and to the Metrigraphics Mark.

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Assignor and the Assignee hereby agree as follows:

- 1. <u>Definitions</u>. Capitalized terms used herein and not defined shall have the meanings given to them in the Purchase Agreement.
- Assignment. The Assignor hereby sells, transfers, assigns and sets over to the Assignee the entire right, title and interest of the Assignor in and to the Metrigraphics Mark, together with all registrations and applications therefor, in the United States and for all other foreign countries, including any renewals thereof that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, for the Assignee's own use and enjoyment, as fully and entirely as the same would have been held and enjoyed by the Assignor if this assignment and sale had not been made, together with the right or priority under any international agreements to which the United States adheres and including (a) all goodwill associated with the Metrigraphics Mark, (b) all income, royalties and rights to payment with respect to the Metrigraphics Mark, and (c) all claims for damages by reason of past, present or future infringement or other unauthorized use of the Metrigraphics Mark with the right to sue for, and collect the same for the Assignee's own use and enjoyment.

The Assignor requests the Commissioner of Patents and Trademarks, any other governmental or judicial entity and any and all countries foreign to the United States of America to record the Assignee as the assignee and owner of the Metrigraphics Mark and to issue all registrations for said Metrigraphics Mark, to be in the name of the Assignee, as assignee of all of the Metrigraphics Mark, for the sole use of the Assignee, its successors, legal representatives, and assigns, in accordance with the terms of this Assignment of Trademarks.

3. <u>Further Assurances</u>. The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a

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registration covering the Metrigraphics Mark, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Metrigraphics Mark, including, but not limited to, testifying as to any facts relating to the Metrigraphics Mark assigned herein, (c) in obtaining any additional trademark protection for the Metrigraphics Mark that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

4. <u>Miscellaneous</u>. This Assignment of Trademarks shall be binding upon and inure to the benefit of the parties hereto and to their respective heirs, legal representatives, successors and assigns, and shall be construed and enforced in accordance with the laws of the State of Delaware, without regard to its conflicts of law provisions. This Assignment of Trademarks may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of executed signature pages hereof by facsimile transmission shall constitute effective and binding execution and delivery hereof. Nothing in this Assignment of Trademarks shall be deemed to limit the rights of the Assignor or the Assignee under the Purchase Agreement.

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IN WITNESS WHEREOF, the Assignor and the Assignee have caused this instrument to be executed effective as of the date first above written.

ASSIGNOR:

DYNAMICS RESEARCH CORPORATION

By: DAVID REVEHER
Title: SR UD AND CHIEF FINANCIAL OFFICER

ASSIGNEE:

METRIGRAPHICS, LLC

Title: MANAGER

[Signature Page to Trademark Assignment]

SCHEDULE A

Trademark Trademark	Serial No.	Registration No.	Date of Registration
METRIGRAPHICS	73/155046	1102346	9/12/1978

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RECORDED: 09/12/2012