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
Rsignia, Inc.		11/26/2012	CORPORATION: MARYLAND

RECEIVING PARTY DATA

Name:	The KEYW Corporation		
Street Address:	7740 Milestone Parkway, Suite 400		
City:	Hanover		
State/Country:	MARYLAND		
Postal Code:	21076		
Entity Type:	CORPORATION: MARYLAND		

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark	
Registration Number:	3595598	RSIGNIA	
Registration Number:	4098734	JOINT FORCES SENSOR	
Registration Number:	4101836	PACKET JET	
Registration Number:	3941733	CYBER WARRIOR	
Registration Number:	3784769	CYWARFIUS	
Registration Number:	3849729	CYBERSCOPE	
Registration Number:	3725282	CYWARFIUS	
Registration Number:	3789947	CYWARFIUS PROBE	

CORRESPONDENCE DATA

Fax Number:

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

via US Mail.

Phone: 443-733-1706
Email: pluci@keywcorp.com

Correspondent Name: Philip Luci, Jr.

TRADEMARK REEL: 004967 FRAME: 0642 DP \$215.00 359

Address Line 1: 7740 Milestone Parkway, Suite 400 Address Line 4: Hanover, MARYLAND 21076				
ATTORNEY DOCKET NUMBER:	21280.012			
NAME OF SUBMITTER:	Philip Luci, Jr.			
Signature:	/philip luci jr/			
Date:	02/21/2013			
Total Attachments: 5 source=TrademarkAssignmentRsignia#page1.tif source=TrademarkAssignmentRsignia#page2.tif source=TrademarkAssignmentRsignia#page3.tif source=TrademarkAssignmentRsignia#page4.tif source=TrademarkAssignmentRsignia#page5.tif				

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

TRADEMARK ASSIGNMENT

WHEREAS, Rsignia, Inc., a Maryland corporation, with offices at 9693 Gerwig Lane, Suite N, Columbia, Maryland 21046 ("ASSIGNOR") owns certain trademarks and/or service marks, and applications and/or registrations for such marks, as listed in Exhibit A attached hereto and incorporated herein by this reference ("MARKS"); and

WHEREAS, The KEYW Corporation, a Maryland corporation, with offices at 7740 Milestone Parkway, Suite 400, Hanover, Maryland 21076 ("ASSIGNEE"), desires to acquire all of the right, title and interest of ASSIGNOR in, to and under the MARKS, together with the goodwill of the business symbolized by the MARKS;

WHEREAS, ASSIGNEE is a successor to the business of the ASSIGNOR to which the MARKS pertain;

WHEREAS, ASSIGNOR and ASSIGNEE have entered into a certain Asset Purchase Agreement dated November 26, 2012 (the "APA"), assigning, among other things, all right, title and interest in and to the MARKS and in and to the registrations and/or applications for same from ASSIGNOR to ASSIGNEE:

Now, Therefore, for good and valuable consideration paid by ASSIGNEE to ASSIGNOR, the receipt and sufficiency of which hereby is acknowledged, ASSIGNOR does hereby sell, assign, transfer and convey unto ASSIGNEE its entire right, title and interest in and to the MARKS, and to the applications and/or registrations for the MARKS, together with the goodwill of the business symbolized by the MARKS and the business of the ASSIGNOR to which the MARKS pertain, including, without limitation, all rights to apply for, file, register, maintain, extend or renew same, all rights to transfer and grant licenses and other rights with respect thereto, and all rights to enforce, and bring actions for all past, present and future infringements, misappropriations or other violations of or relating thereto and to settle, and collect and retain the proceeds from, any such actions. ASSIGNEE hereby accepts such conveyance, assignment, and transfer.

ASSIGNOR grants to ASSIGNEEE and to the attorneys of record (now and in the future) for the MARKS the power to insert on this Assignment any further identification information that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office, and any foreign trademark office, for recordation of this document. ASSIGNOR agrees, at the request and expense of ASSIGNEE (but without limiting ASSIGNOR'S obligations under the APA in any way), to take or cause to be taken all such other actions, including the execution of any and all other instruments in writing, further applications, papers, affidavits, powers of attorney, assignments and other documents, which may be reasonably required or necessary to more effectively secure to, and vest in, ASSIGNEE and its successors and assigns, the entire right, title and interest in and to the MARKS and otherwise to effectuate fully the purposes, terms and conditions of this Assignment.

This Assignment is binding upon and inures to the benefit of all of ASSIGNOR and ASSIGNEE and their respective successors and assigns. This Assignment shall be governed by the

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laws of the State of Delaware. In the event of a conflict between the APA and this Assignment, the APA shall govern.

[Signature Page Follows]

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by authorized officers on this 20 day of November, 2012.

RSIGNIA, INC.

By: Darrel Covel Title: Cra Chairmofth Run.

THE KEYW CORPORATION

By:

[Signature Page to Trademark Assignment Agreement]

Name:

Title:

IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this Assignment to be duly executed by authorized officers on this <u>26th</u> day of November, 2012.

RSIGNIA, INC.

By:

Name:

Title:

THE KEYW CORPORATION

By:

V Josepan

Name:

Leonard E. Moodispaid

Title:

Chief Executive Officer

EXHIBIT A

MARKS

Serial Number	Registration Number	Filing Date	Registration Date	Applicant	Mark or Name	Jurisdiction
77/208,630	3,595,598	June 18, 2007	March 24, 2009	Rsignia, Inc.	RSIGNIA	USA
85/350,176	4,098,734	June 20, 2011	February 14, 2012	Rsignia, Inc.	JOINT FORCES SENSOR	USA
85/348,935	4,101,836	June 17, 2011	February 21, 2012	Rsignia, Inc.	Packet Jet	USA
77/907,590	3,941,733	January 8, 2010	April 5, 2011	Rsignia, Inc.	Cyber Warrior	USA
77/857,434	3,784,769	October 26, 2009	May 4, 2010	Rsignia, Inc.	Gymathus	USA
77/907,929	3,849,729	January 8, 2010	September 21, 2010	Rsignia, Inc.	Cyberscope	USA
77/740,384	3,725,282	May 19, 2009	December 15, 2009	Rsignia, Inc.	CyWarfius	USA
77/837,154	3,789,947	September 29, 2009	May 18, 2010	Rsignia, Inc.	CyWarfius Probe	USA

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RECORDED: 02/21/2013

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