

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
Advanced Interactive Systems, Inc.		07/01/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Cubic Simulation Systems, Inc.
Street Address:	9333 Balboa Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92123
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3287088	PRISIM
Registration Number:	3435096	PRISIM SUITE
Registration Number:	3410706	AIS
Registration Number:	3034994	SHOOTBACK
Registration Number:	2805089	SVS
Registration Number:	2814954	AS REAL AS IT GETS

CORRESPONDENCE DATA

Fax Number: 6197026813
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 619-685-3055
 Email: jenkins@scmv.com
 Correspondent Name: Seltzer Caplan McMahon Vitek
 Address Line 1: 750 B Street, Suite 2100
 Address Line 4: San Diego, CALIFORNIA 92101

OP \$165.00 3287088

NAME OF SUBMITTER:	John H. Alspaugh
Signature:	/JHA/
Date:	08/08/2013
Total Attachments: 6 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment is made effective as of the July 1, 2013 by and between Jeffrey L. Burch, Chapter 7 Trustee ("**Assignor**") for the bankruptcy estates of Advanced Interactive Systems, Inc., Reality by Design, Inc., FS Systems, Inc. and SRI Acquisition Corp. (the "**Estates**"), and Cubic Simulation Systems, Inc., a Delaware corporation ("**Assignee**").

WHEREAS, Assignor and Cubic Corporation, a Delaware corporation ("**Cubic**") have entered into that certain Asset Purchase Agreement dated as of June 7, 2013 (the "**APA**"), pursuant to which Cubic has agreed to purchase all of the Purchased Assets (as defined in the APA) from Assignor;

WHEREAS, Pursuant to Section 1.3 of the APA, Cubic has the right to designate a third party to purchase and take title to all or any portion of the Purchased Assets and has determined to designate Assignee to take title to the Purchased Assets; and

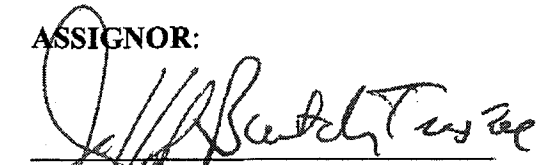
WHEREAS, Assignor desires to assign to Assignee, by recordable instrument, all of the Estates' right, title and interest in and to the trademarks and/or service marks and/or applications therefor owned by the Estates relating to the business pertaining thereto, including without limitation the marks identified in Exhibit A hereto (the "**Marks**"), together with the goodwill of the business pertaining thereto, included in the Purchased Assets.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, quitclaims, transfers and conveys to the Assignee all of the Estates' right, title and interest in and to the Marks, including without limitation any and all registrations, applications, and/or common law rights for the Marks throughout the world, together with all of the goodwill of the Estates' business symbolized by or associated with the Marks, and, subject to Article 1.1(b) of the APA, any and all income, royalties, damages and payments now or hereafter due and/or payable with respect thereto including, without limitation, damages and payments for past, present or future infringements. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Assignment. Pursuant and subject to the terms of Article 1.4(a) of the APA, Assignor and his successors and assigns shall execute and deliver to Assignee any reasonably necessary further documents or instruments and shall take any reasonable actions which may be reasonably necessary to effect the foregoing assignment or the recordation or perfection thereof.

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IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:



Jeffrey L. Burch
Chapter 7 Trustee for the Estates of Advanced
Interactive Systems, Inc., Reality by Design,
Inc., FS Systems, Inc. and SRI Acquisition
Corp.

ASSIGNEE:

CUBIC SIMULATION SYSTEMS, INC., a
Delaware corporation

By: _____
Name: James R. Edwards
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

State of Delaware County of New Castle

Before me, (Maxine M. Grano), on this day personally appeared Jeffrey L. Butts known to me (or proved to me on the oath of _____ or through (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 28th day of June, 2013

(Personalized Seal) Notary Public's Signature

Maxine M. Grano

MAXINE M. GRANO
NOTARY PUBLIC
STATE OF DELAWARE
My commission expires April 12, 2014

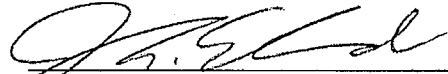
IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed as of the date first above written.

ASSIGNOR:

Jeffrey L. Burtch
Chapter 7 Trustee for the Estates of Advanced
Interactive Systems, Inc., Reality by Design,
Inc., FS Systems, Inc. and SRI Acquisition
Corp.

ASSIGNEE:

CUBIC SIMULATION SYSTEMS, INC., a
Delaware corporation

By: 
Name: James R. Edwards
Title: Secretary & General Counsel

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

State of California

County of San Diego

On June 27, 2013 before me, Laurel L. Johnson, personally appeared James R. Edwards, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature: Laurel L. Johnson

Trademarks

Serial No.	Reg. No.	Word Mark	Check / Status	State	Registration Date	Comments
78823211	3287088	PRISIM	TARR	LIVE	9-28-2007	Kayne Anderson 4/20/12
77282764	3435096	PRISIM SUITE	TARR	LIVE	5-27-2008	Kayne Anderson 4/20/12
78823193 77147857	3410706	AIS	TARR	LIVE	4-8-2008	Kayne Anderson 4/20/12
78436501	3160038	REALITY RESPONSE	TARR	LIVE	1-17-2006	Kayne Anderson 4/20/12
78481974	3034994	SHOOTBACK	TARR	LIVE	12-27-2005	Kayne Anderson 4/20/12
78231806	2805089	SVS	TARR	LIVE	1-13-2008	Kayne Anderson 4/20/12
78156992	2814954	AS REAL AS IT GETS	TARR	LIVE	2-17-2004	Kayne Anderson 4/20/12 AIS will allow this to lapse 8/2012.
76389807	2734184	QUICKRANGE (service)	TARR	LIVE	7-8-2008 (SRI Acq)	---
77774627	3751722	QUICKRANGE (goods)	TARR	LIVE	2-23-10 (SRI Acq)	---
85/177,131	85177131	M-SATS			Filed 11/15/10 Listed 6/7/11	Allowed to Lapse 7-10-12

Dead Trademarks

78823242		FLEXSPACE	TARR	Dead	1B
78823200		ADVANCED INTERACTIVE SYSTEMS	TARR	Dead	1B
78526122		VIRTUAL VITALS	TARR	DEAD	
78427063		ACTS	TARR	DEAD	
78349322		TMS	TARR	DEAD	
78331770		BEHAVIOR PATTERN RECOGNITION	TARR	DEAD	
78331749		BEHAVIOR PATTERN RECOGNITION	TARR	DEAD	
76000152		THE ONLINE EXCHANGE	TARR	DEAD	
75348819		ADVANCED INTERACTIVE SYSTEMS	TARR	DEAD	
75348814		ADVANCED INTERACTIVE SYSTEMS	TARR	DEAD	
75348811		ADVANCED INTERACTIVE SYSTEMS	TARR	DEAD	
75348807		ADVANCED INTERACTIVE SYSTEMS	TARR	DEAD	
78823237		SIMREADY	TARR	Dead	
78823221		INSTALLED TRAINER	TARR	Dead	
78823217		PORTABLE TRAINER	TARR	Dead	
78823204		AIS-SIM	TARR	LIVE	Dropped 7-27-09