

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Leidos, Inc.		10/29/2013	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Applications Technology (AppTek), LLC		
Street Address:	6867 Elm Street, Suite 300		
City:	McLean		
State/Country:	VIRGINIA		
Postal Code:	22101		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3348326	APPTEK	
Registration Number:	3210553	NAMEFINDER	
Registration Number:	3414497	APPTEK	
Registration Number:	2691151	TRANSPHERE	
Registration Number:	3432270	AMBASSADOR	
Registration Number:	3621911	AMBASSADOR	
Registration Number:	3690445	NAMESPHERE	
Registration Number:	3710102	VSCRIBE	
Registration Number:	3788115	MEDIASPHERE	
Serial Number:	77500061	VIDEOSCRIBE	
CORRESPONDENCE DATA			
Fax Number:	6179518736		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			

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Phone: 6179518000  
Email: jennifer.kagan@bingham.com  
Correspondent Name: Jennifer Kagan  
Address Line 1: One Federal Street  
Address Line 2: Bingham McCutchen LLP  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 4151560001

NAME OF SUBMITTER: Jennifer Kagan

Signature: /jenniferkagan/

Date: 11/05/2013

**Total Attachments: 5**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of October 29, 2013 by and between LEIDOS, INC., a Delaware corporation ("Assignor"), and APPLICATIONS TECHNOLOGY (AppTek), LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of October 29, 2013 ("Asset Purchase Agreement") whereby Assignor has agreed to sell to Assignee and Assignee has agreed to purchase from Assignor certain assets, including the trademarks identified in Exhibit A attached hereto and the U.S. trademark registrations and/or applications pertaining thereto (the "Trademarks").

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, conveys, and assigns to Assignee all of Assignor's right, title, and interest in and to the Trademarks, and all income, royalties, and damages hereafter due or payable to Assignor with respect to the Trademarks, together with the goodwill of the products or services acquired as a part of the Asset Purchase Agreement that are symbolized by or associated with the Trademarks, and the right to sue and recover for past infringements, dilution, and other violations. Assignor agrees that, upon the request of Assignee, and at Assignee's sole expense, Assignor will execute all documents, make rightful oaths, testify on behalf of Assignee, and do all other lawful acts reasonably necessary to carry out the intent of the Assignment.

2. Registration. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record Assignee as the owner of the Trademarks and to issue to Assignee, in lieu of Assignor, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

3. Relation to Asset Purchase Agreement. This Assignment is intended only to effect the transfer of the Trademarks, including the rights therein as provided in Section 1 of this Assignment, and nothing contained herein shall in any way supersede, modify, replace, amend, change, rescind, waive, exceed, expand, enlarge or in any way affect the provisions, including the warranties, covenants, agreements, conditions, representations or, in general any of the rights and remedies, and any of the obligations and indemnifications of any party set forth in the Asset Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. General.

a. Amendment. This Assignment may not be amended or modified other than by an instrument in writing signed by the parties hereto.

b. Successors and Assigns. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, expressed or implied, shall give or be construed to give any person or entity, other than the parties hereto and such successors and assigns, any legal or equitable rights hereunder.

c. Governing Law. This Assignment shall be construed and interpreted in accordance with and governed by the laws of the State of Delaware, without regard to the conflict or choice of law provisions thereof.

d. Counterparts. This Assignment may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures and signatures delivered electronically (e.g. via pdf file) shall be deemed to be the equivalent of original signatures for purposes of this Assignment and any amendments hereto.

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IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

LEIDOS, INC.,  
a Delaware corporation

By: Pat Schuch

Name: Pat Schuch

Title: V. P. Acquis. & Acquisition

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Assignment to be duly executed as of the day and year first above written.

APPLICATIONS TECHNOLOGY (APPTEK),  
LLC, a Delaware limited liability company

By: 

Name: Mudar Yaghi

Title: Co-Chief Executive Officer

**EXHIBIT A**

	<b>Serial Number</b>	<b>Reg. Number</b>	<b>Word Mark</b>	<b>Registration Date</b>
1.	78851461	3348326	APPTEK (Trademark)	12/4/2007
2.	78718231	3210553	NAMEFINDER	2/20/2007
3.	78134931	3414497	APPTEK (SERVICE MARK)	4/22/2008
4.	78131976	2691151	TRANSPHERE	2/25/2003
5.	77125438	3432270	AMBASSADOR (handheld device)	5/20/2008
6.	77472802	3621911	AMBASSADOR (software)	5/19/2009
7.	77559204	3690445	NAMESPHERE	9/29/2009
8.	77569658	3710102	VSCRIBE	11/10/2009
9.	77500061		VIDEOSCRIBE	
10.	77559230	3788115	MEDIASPHERE	5/11/2010