

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Declaration to correct chain-of-title		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Network Connectivity Solutions, Corp.		02/21/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.		
Street Address:	3211 JERMANTOWN ROAD		
City:	Fairfax		
State/Country:	VIRGINIA		
Postal Code:	22030		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3768054	PS4	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-625-3575		
Email:	kattendctm@kattenlaw.com		
Correspondent Name:	Michael R. Justus		
Address Line 1:	2900 K St NW		
Address Line 2:	North Tower, Suite 200		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20007		
ATTORNEY DOCKET NUMBER:	320001-00102		
NAME OF SUBMITTER:	Michael R. Justus		
Signature:	/Michael R. Justus/		

CH \$40.00 3768054

Date:

02/21/2014

Total Attachments: 13

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Serial No.: 77347743
Reg. No.: 3768054
Filing Date: December 10, 2007
Mark: PS4

USPTO Assignments Division
P.O. Box 1451
Alexandria, Virginia 22202-3513

DECLARATION OF DONALD P. CRESTON

I, Donald P. Creston, declare as follows:

1. I am Assistant General Counsel of General Dynamics Information Technology ("GDIT"). I am authorized to make this declaration on behalf of GDIT, and the facts set forth in this declaration are based on my personal knowledge and/or documents and records maintained by GDIT in the ordinary course of business.
2. The above-named trademark registration, namely, U.S. Reg. No. 3768054 for the mark PS4, is rightfully owned by GDIT pursuant to merger of the original owner, Network Connectivity Solutions, Corp., into GDIT. The merger agreement dated December 19, 2011 is attached as Exhibit 1.
3. Application Serial No. 77347743, which matured into Reg. No. 3768054, was mistakenly filed in the name of a non-existent entity, namely, PS4. To my knowledge, this mistake was made in good faith by the prior owner.
4. The Application was then mistakenly assigned to another non-existent entity, namely, Netconn Solutions, LLC. To my knowledge, this mistake was made in good faith by the prior owner. The mistaken assignment was recorded with the USPTO on February 10, 2009 on Reel 3933 Frame 0057.

5. GDIT now wishes to update the chain-of-title to reflect the merger of Network Connectivity Solutions, Corp. into GDIT. Given the mistaken filings detailed above, however, GDIT must first correct the ownership information and chain-of-title.
6. Because the application was filed in the name of a non-existent entity, this is a correctable error pursuant to TMEP 1201.02(c) and 1609.10(b). Accordingly, a post-registration amendment was filed on December 18, 2013 to correct the registrant's name to Network Connectivity Solutions, Corp. The USPTO Post-Registration Division issued an Office Action on January 23, 2014 advising that the assignment recorded on February 10, 2009 must be corrected with the Assignment Division before the Post-Registration Amendment may be granted.
7. GDIT files this declaration along with the merger agreement attached as Exhibit 1 as evidence that Network Connectivity Solutions, Corp. is the correct registrant, and that the assignment recorded on February 10, 2009 by PS4 is invalid because PS4 is a non-existent entity that did not have authority to assign the mark (to another non-existent entity).
8. Accordingly, the assignment recorded on February 10, 2009 should be nullified.
9. Once the assignment is nullified, GDIT intends to alert the Post-Registration Division to correct registrant's name to Network Connectivity Solutions, Corp.
10. Once the name change has been entered, GDIT intends to record the assignment by merger from Network Connectivity Solutions, Corp. to GDIT to complete the accurate chain-of-title for this registration.

I declare under penalty of perjury that the foregoing is true and correct.

By: Donald P. Creston

Name: Donald P. Creston

Title: Assistant General Counsel

Date: 2/21/2014

AGREEMENT AND PLAN OF MERGER
of
NETWORK CONNECTIVITY SOLUTIONS, CORP.
with and into
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

December ____, 2011

This Agreement and Plan of Merger (this "Agreement"), dated to be effective as of January 1, 2012 at 12:01 a.m., Eastern time, is made pursuant to Sections 3-102, 3-105 and 3-109 of the Maryland General Corporation Law (the "MGCL") and Sections 13.1-716, 13.1-718 and 13.1-720 of the Virginia Stock Corporation Act (the "VSCA"), by and between Network Connectivity Solutions, Corp., a Maryland corporation (the "Merged Corporation"), and General Dynamics Information Technology, Inc., a Virginia corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation are sometimes referred to as a "Constituent Party" and collectively as the "Constituent Parties."

RECITALS

WHEREAS, the Constituent Parties desire that the Merged Corporation merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Maryland and the Commonwealth of Virginia;

WHEREAS, in the manner provided for in the MGCL, the Board of Directors of the Merged Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Merged Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole stockholder the approval and adoption of the Agreement and the Merger;

WHEREAS, in the manner provided for in the MGCL, the sole stockholder of the Merged Corporation has: (i) reviewed this Agreement and the Merger, and (ii) approved and adopted this Agreement and the Merger;

WHEREAS, in the manner provided for in the VSCA, the Board of Directors of the Surviving Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Surviving Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole shareholder the approval and adoption of the Agreement and the Merger;

WHEREAS, in the manner provided for in the VSCA, the sole shareholder of the Surviving Corporation has: (i) reviewed this Agreement and the Merger, and (ii) approved and adopted this Agreement and the Merger; and

NOW, THEREFORE, the Constituent Parties do hereby covenant and agree as follows:

ARTICLE I

Effective Time

1.1 The effective date and time of the Merger will be January 1, 2012 at 12:01 a.m., Eastern time (the "Effective Time").

ARTICLE II

The Merger

At the Effective Time, the Constituent Parties agree that the following actions shall be taken:

2.1 In accordance with the applicable provisions of the MGCL and VSCA, the Merged Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be the survivor of the Merger.

2.2 The separate existence of the Merged Corporation shall cease, except insofar as it may be continued by statute or in order to carry out the purposes of this Agreement. All of the Merged Corporation's: (i) rights, franchises and interests in and to all types of assets, properties and choses in action, (ii) employees, and (iii) liabilities and obligations, shall be transferred to and vested in the Surviving Corporation by virtue of the Merger, without further act or deed, and all claims, demands, properties and other interests of the Merged Corporation shall be the property of the Surviving Corporation.

2.3 The Articles of Incorporation and Bylaws of the Surviving Corporation shall remain in effect and are not amended by the Merger.

2.4 The address of the Surviving Corporation shall be 3211 Jermantown Road, Fairfax, Virginia 22030.

2.5 The Constituent Parties each intend and agree that, for income tax purposes, the Merger shall constitute a "statutory merger or consolidation," within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended, and all parallel provisions of applicable state and local law, of the Merged Corporation and the Surviving Corporation, with the Surviving Corporation surviving the Merger.

ARTICLE III

Effects of the Merger

3.1 All shares of stock of the Merged Corporation shall be cancelled at the Effective and shall not be converted into shares of stock of the Surviving Corporation. Neither the Merged

Corporation nor its stockholders shall receive any cash, property, rights or securities from the Surviving Corporation.

ARTICLE IV

Further Assurances

4.1 If at any time the Surviving Corporation shall consider or be advised that any further assignment or assurance in law is necessary or desirable to vest in the Surviving Corporation the title to any asset, property or right of the Merged Corporation, then the proper officers of the Merged Corporation shall execute all such proper assignments and assurances in law and do all things necessary or proper to effectuate the Merger.

ARTICLE V

Amendment and Termination

5.1 At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing.

5.2 Notwithstanding approval and adoption of this Agreement the Constituent Parties, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual consent of the Constituent Parties.

ARTICLE VI

Governing Law

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any law or rule that would cause the laws of any jurisdiction other than the Commonwealth of Virginia to be applied.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Constituent Parties have caused this Agreement and Plan of Merger to be duly executed on the date first written above.

**GENERAL DYNAMICS
INFORMATION TECHNOLOGY, INC.,**
a Virginia corporation

By: 

Name: Vincent S. Antonacci

Title: Vice President and Assistant Secretary

NETWORK CONNECTIVITY SOLUTIONS, CORP.,
a Maryland corporation

By: 

Name: Vincent S. Antonacci

Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO THE AGREEMENT AND PLAN OF MERGER]

TRADEMARK
REEL: 005221 FRAME: 0930

AGREEMENT AND PLAN OF MERGER
of
NETWORK CONNECTIVITY SOLUTIONS, CORP.
with and into
GENERAL DYNAMICS INFORMATION TECHNOLOGY, INC.

December 19, 2011

This Agreement and Plan of Merger (this "Agreement"), dated to be effective as of January 1, 2012 at 12:01 a.m., Eastern time, is made pursuant to Sections 3-102, 3-105 and 3-109 of the Maryland General Corporation Law (the "MGCL") and Sections 13.1-716, 13.1-718 and 13.1-720 of the Virginia Stock Corporation Act (the "VSCA"), by and between Network Connectivity Solutions, Corp., a Maryland corporation (the "Merged Corporation"), and General Dynamics Information Technology, Inc., a Virginia corporation (the "Surviving Corporation"). The Merged Corporation and the Surviving Corporation are sometimes referred to as a "Constituent Party" and collectively as the "Constituent Parties."

RECITALS

WHEREAS, the Constituent Parties desire that the Merged Corporation merge with and into the Surviving Corporation (the "Merger") upon the terms and subject to the conditions set forth herein and in accordance with the laws of the State of Maryland and the Commonwealth of Virginia;

WHEREAS, in the manner provided for in the MGCL, the Board of Directors of the Merged Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Merged Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole stockholder the approval and adoption of the Agreement and the Merger;

WHEREAS, in the manner provided for in the MGCL, the sole stockholder of the Merged Corporation has: (i) reviewed this Agreement and the Merger, and (ii) approved and adopted this Agreement and the Merger;

WHEREAS, in the manner provided for in the VSCA, the Board of Directors of the Surviving Corporation has: (i) reviewed this Agreement and the Merger, (ii) deemed this Agreement and the Merger to be advisable and in the best interests of the Surviving Corporation, (iii) approved and adopted this Agreement and the Merger, and (iv) submitted for the consideration of, and recommended to, the sole shareholder the approval and adoption of the Agreement and the Merger;

WHEREAS, in the manner provided for in the VSCA, the sole shareholder of the Surviving Corporation has: (i) reviewed this Agreement and the Merger, and (ii) approved and adopted this Agreement and the Merger; and

NOW, THEREFORE, the Constituent Parties do hereby covenant and agree as follows:

ARTICLE I

Effective Time

1.1 The effective date and time of the Merger will be January 1, 2012 at 12:01 a.m., Eastern time (the "Effective Time").

ARTICLE II

The Merger

At the Effective Time, the Constituent Parties agree that the following actions shall be taken:

2.1 In accordance with the applicable provisions of the MGCL and VSCA, the Merged Corporation shall be merged with and into the Surviving Corporation, and the Surviving Corporation shall be the survivor of the Merger.

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2.3 The Articles of Incorporation and Bylaws of the Surviving Corporation shall remain in effect and are not amended by the Merger.

2.4 The address of the Surviving Corporation shall be 3211 Jermantown Road, Fairfax, Virginia 22030.

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ARTICLE V

Amendment and Termination

5.1 At any time prior to the Effective Time, this Agreement may be amended, to the fullest extent permitted by applicable law, by an agreement in writing.

5.2 Notwithstanding approval and adoption of this Agreement the Constituent Parties, this Agreement may be terminated and the Merger abandoned at any time prior to the Effective Time by mutual consent of the Constituent Parties.

ARTICLE VI

Governing Law

6.1 This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any law or rule that would cause the laws of any jurisdiction other than the Commonwealth of Virginia to be applied.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Constituent Parties have caused this Agreement and Plan of Merger to be duly executed on the date first written above.

GENERAL DYNAMICS
INFORMATION TECHNOLOGY, INC.,
a Virginia corporation

By: 

Name: Vincent S. Antonacci

Title: Vice President and Assistant Secretary

NETWORK CONNECTIVITY SOLUTIONS, CORP.,
a Maryland corporation

By: 

Name: Vincent S. Antonacci

Title: Vice President and Assistant Secretary

[SIGNATURE PAGE TO THE AGREEMENT AND PLAN OF MERGER]

TRADEMARK
REEL: 005221 FRAME: 0934



COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

Office of the Clerk

January 1, 2012

CT CORPORATION SYSTEM
ADAM CARR
4701 COX RD STE 301
GLEN ALLEN, VA 23060-6802

RECEIPT

RE: General Dynamics Information Technology, Inc.

ID: 0227699 - 6

DCN: 11-12-20-2448

Dear Customer:

This is your receipt for \$25.00, covering the fees for filing articles of merger with this office.

This is also your receipt for \$100.00 to cover the fee(s) for expedited service(s).

The effective date of the certificate of merger is January 1, 2012 at 12:01 AM.

Each non-surviving entity:

NETWORK CONNECTIVITY SOLUTIONS, CORP.

is merged into General Dynamics Information Technology, Inc..

If you have any questions, please call (804) 371-9733 or toll-free in Virginia, 1-866-722-2551.

Sincerely,

Joel H. Peck
Clerk of the Commission

MERGRcpt
MERGAcpt
CIS0322

P.O. Box 1197, Richmond, VA 23215-1197
Tyler Building, First Floor, 1300 East Main Street, Richmond, VA 23219-3630
Clerk's Office (804) 371-9733 or (866) 722-2551 (toll-free in Virginia) www.scc.virginia.gov/clk
Telecommunications Device for the Deaf-TDD/Voice: (804) 371-9206

TRADEMARK
REEL: 005221 FRAME: 0935

COMMONWEALTH OF VIRGINIA
STATE CORPORATION COMMISSION

AT RICHMOND, JANUARY 1, 2012

The State Corporation Commission finds the accompanying articles submitted on behalf of
General Dynamics Information Technology, Inc.

comply with the requirements of law and confirms payment of all required fees. Therefore, it is
ORDERED that this

CERTIFICATE OF MERGER

be issued and admitted to record with the articles of merger in the Office of the Clerk of the
Commission, effective January 1, 2012, at 12:01 AM. Each of the following:

NETWORK CONNECTIVITY SOLUTIONS, CORP.

is merged into General Dynamics Information Technology, Inc., which continues to exist under
the laws of VIRGINIA with the name General Dynamics Information Technology, Inc., and the
separate existence of each non-surviving entity ceases.

STATE CORPORATION COMMISSION

By



James C. Dimitri
Commissioner

MERGACPT
CIS0322
11-12-20-2448