

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM305982

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
NetClarity, Inc.		05/29/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Hexis Cyber Solutions, Inc.		
<b>Street Address:</b>	7740 Milestone Parkway		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Hanover		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21076		
<b>Entity Type:</b>	CORPORATION: MARYLAND		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3686592	EASYNAC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4107833530		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	410-783-3522		
<b>Email:</b>	dthomas@agtlawyers.com		
<b>Correspondent Name:</b>	Donna M.D. Thomas		
<b>Address Line 1:</b>	217 E. Redwood Street, 21st Fl.		
<b>Address Line 4:</b>	Baltimore, MARYLAND 21202		
<b>ATTORNEY DOCKET NUMBER:</b>	21280.015		
<b>NAME OF SUBMITTER:</b>	Donna M.D. Thomas		
<b>SIGNATURE:</b>	/donna md thomas/		
<b>DATE SIGNED:</b>	05/29/2014		
<b>Total Attachments: 5</b>			
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<b>TRADEMARK</b>			

OP \$40.00 3686592

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment") dated May 29, 2014, is entered into by and between NetClarity, Inc., a Delaware corporation (the "Assignor") and Hexis Cyber Solutions, Inc., a Maryland corporation (the "Assignee"), and is being delivered pursuant to that certain Asset Purchase Agreement dated May 29, 2014, by and among Assignor (as Seller), Assignee (as Purchaser), Assignee's parent corporation, The KEYW Holding Corporation, a Maryland corporation ("Parent") and Lisa Dutot as Seller's Representative (the "Purchase Agreement"). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns, grants, bargains, transfers, conveys, sets over and confirms unto the Assignee, its successors and assigns, all of the right, title and interest Assignor has in and to the trademarks and service marks set forth in Exhibit A attached to and made a part hereof (collectively, the "Trademarks"), together with all goodwill associated with the use of said marks; the same to be held and enjoyed by Assignee for its own use, and for the use of its successors and assigns, as and entirely as the same would have been held and enjoyed by the Assignor if this Trademark Assignment and transfer had not been made; and further including all rights of actions for past, present and future infringement thereof including the right to bring suit for any such infringement and to recover damages and other relief arising from any such infringement. Assignee, its successors and assigns, to have and to hold such marks for its own use and benefit forever.

2. This Assignment and the Trademarks transferred hereby are subject to all applicable representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement. Nothing contained in this Assignment shall supersede, modify, limit, diminish, eliminate or otherwise affect any of the representations, warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. This Assignment is entered into and delivered pursuant to Sections 5.02(v) and 5.03(vi) of the Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Assignor hereby represents and warrants that Assignor has not executed, and will not execute, any agreement, assignment, sale or Encumbrance in conflict herewith.

3. Assignor hereby further agrees to provide to Assignee such reasonable cooperation and assistance (which may include, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as may be reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

4. This Assignment may be recorded in any governmental or administrative office, including the United States Patent and Trademark Office, to evidence the transfer contemplated herein.

5. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective successors and assigns.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same agreement. Any such counterpart that may be delivered by facsimile, email or similar electronic transmission (including by way of Adobe Portable Document Format) shall be deemed the equivalent of an originally signed counterpart and shall be binding and effective and fully admissible in any enforcement proceedings regarding this Assignment.

7. The validity and construction of this agreement shall be governed by the internal laws of the state of Maryland without regard to principles of conflicts of laws that would require the application of another jurisdiction's laws. Assignor and Assignee agree that any legal action or proceeding with respect to this Assignment or for recognition and enforcement of any judgment in respect hereof brought by a party hereto or its successors or assigns shall be brought and determined in the federal or state courts of Maryland and Assignor and Assignee hereby submit with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the jurisdiction of the aforesaid courts.

*[Signatures appear on the following page]*

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNOR:

NETCLARITY, INC.

By: J.P. Orgill (SEAL)  
Name: Jason P. Orgill  
Title: President

ASSIGNEE:

HEXIS CYBER SOLUTIONS, INC.

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Assignment Agreement]

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

ASSIGNOR:

NETCLARITY, INC.

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

HEXIS CYBER SOLUTIONS, INC.

By: Woodiopaw (SEAL)  
Name: Leonard E. Woodiopaw  
Title: Chief Executive Officer

**Exhibit A**  
**Trademarks**

<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
EASYNAC	3,686,592	9/22/2009