

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM306141

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
LEIDOS, INC.		05/09/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LOCKER, LLC		
Street Address:	7321 Gateway Court		
City:	Manassas		
State/Country:	VIRGINIA		
Postal Code:	20109		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3175215	COUNTERBOMBER	
CORRESPONDENCE DATA			
Fax Number:	3128032209		
<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>			
Phone:	312-464-3100		
Email:	aprovencio@loeb.com		
Correspondent Name:	DOUGLAS N. MASTERS - LOEB & LOEB LLP		
Address Line 1:	321 N CLARK ST., SUITE 2300		
Address Line 4:	CHICAGO, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	205264-10048		
NAME OF SUBMITTER:	DOUGLAS N. MASTERS		
SIGNATURE:	/DOUGLAS N. MASTERS/		
DATE SIGNED:	05/30/2014		
Total Attachments: 5			
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of May 9, 2014 ("Effective Date"), by and between Leidos, Inc., a Delaware corporation ("Assignor"), and Locker, LLC, a Delaware limited liability company ("Assignee"). All capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in that certain Asset Purchase Agreement dated May 9, 2014, by and among Assignor, Assignee, Science, Engineering and Technology Associates Corporation (also known as SET Associates and SET Corporation), a Delaware corporation, and OSI Systems, Inc., a Delaware corporation (the "Asset Purchase Agreement").

WHEREAS, Assignor owns certain right, title and interest in and to the trademarks listed on Exhibit A attached hereto, including any common law rights therein and any registrations and applications therefor, and including any and all goodwill of the business associated therewith (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor agreed to sell, assign and transfer to Assignee all of Assignor's rights, title, and interest in and to the Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration as contemplated by the Asset Purchase Agreement, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally and equitably bound, hereby agree as follows:

1. Assignment. Effective as of 11:59 p.m. (Eastern Standard Time) on the Effective Date, Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title, and interest in and to the Trademarks, together with all causes of action Assignor may have for the infringement of such Trademarks, including all rights Assignor has to sue and collect damages and payments for claims of past or future infringements of the Trademarks. Assignor shall assist Assignee, at Assignee's expense, and execute any further documents, filings or notices necessary or reasonably requested by Assignee to be filed and recorded with the appropriate authorities to effect this Assignment and transfer of ownership in the Trademarks.
2. Terms of the Asset Purchase Agreement. Assignee hereby acknowledges and agrees that Assignor makes no express or implied representations or warranties with respect to the Trademarks being conveyed hereby except as specifically set forth in the Asset Purchase Agreement. The parties hereby acknowledge and agree that nothing in this Assignment shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement and all such provisions remain in full force and effect. 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.
3. Miscellaneous.

(a) Headings. The section headings used herein are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.

(b) Governing Law. This Assignment shall be governed by and construed in accordance with the domestic laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia.

(c) Binding Effect; Third Party Beneficiaries. This Assignment shall be binding upon and shall inure to the benefit of Assignee and its permitted successors and assigns. Assignor intends that this Assignment shall not benefit or create any right or cause of action in any party other than Assignor or Assignee.

(d) Counterparts. This Assignment may be executed in counterparts (including by facsimile or optically-scanned electronic mail attachment), each of which shall be deemed to be original, but all of which together shall constitute one and the same instrument.

(e) Amendments. This Assignment may be amended, modified or waived only by a written agreement signed by Assignor and Assignee.

(f) This Assignment may be executed in two (2) or more copies, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

ASSIGNOR:

LEIDOS, INC.

By: *Peter D. Schuster*
Name: Peter D. Schuster
Title: Vice President – Mergers and
Acquisitions

ASSIGNEE:

LOCKER, LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK

REEL: 005292 FRAME: 0570

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their respective authorized representatives as of the Effective Date.

ASSIGNOR:

LEIDOS, INC.

By: _____
Name: Peter D. Schuster
Title: Vice President - Mergers and
Acquisitions

ASSIGNEE:

LOCKER, LLC

By: _____
Name: ALAN EDRIK
Title: CFO

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
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EXHIBIT A

Trademarks

Jurisdiction	Mark	Status	Serial and Registration Numbers	Full Goods/Services
United States	COUNTERBOMBER	Filed: February 24, 2005 Registered: November 21, 2006	78574579 (S) 3175215 (R)	(Int'l class: 009) Computer hardware and software for use in the detection of explosives, explosive triggering devices and explosive material.

EXHIBIT A