

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342341

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|---|--|-----------------------|----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Datum Corporation | | 04/30/2015 | CORPORATION: GEORGIA |
| RECEIVING PARTY DATA | | | |
| Name: | Datum LLC | | |
| Street Address: | 1111 East Main Street | | |
| Internal Address: | 16th Floor | | |
| City: | Richmond | | |
| State/Country: | VIRGINIA | | |
| Postal Code: | 23219 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: VIRGINIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4244521 | DATUM | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8047756911 | | |
| <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: | 804-783-6804 | | |
| Email: | bcrump@durettecrump.com | | |
| Correspondent Name: | Beverley L. Crump | | |
| Address Line 1: | 1111 East Main Street | | |
| Address Line 2: | 16th Floor | | |
| Address Line 4: | Richmond, VIRGINIA 23219 | | |
| NAME OF SUBMITTER: | Beverley L Crump | | |
| SIGNATURE: | /Beverley L Crump/ | | |
| DATE SIGNED: | 05/26/2015 | | |
| Total Attachments: 4 | | | |
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| source=Assignment Trademark Registration Agreement_Datum Corp_05122015#page2.tif | | | |
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OP \$40.00 4244521

Assignment of Trademark Registration Agreement

This ASSIGNMENT OF TRADEMARK REGISTRATION AGREEMENT ("Agreement") is made as of the 30 day of April, 2015, by and between DATUM CORPORATION, a Georgia corporation (the "Assignor"), and DATUM LLC, a Virginia limited liability company (the "Assignee"), and provides as follows:

RECITALS

A. Assignor has registered the following stylized trademark with the United States Patent and Trademark Office ("USPTO"):

(i) "DATUM" consisting of a design element plus words or letters, pursuant to Registration Number 4244521 with a Registration date of November 20, 2012, (the "Mark"). Copy of USPTO TARR information for the Mark is attached hereto as Exhibit 1.

B. Assignee and Assignor are parties to that certain Acquisition of Certain Assets Term Sheet dated April 7, 2015 (the "Term Sheet"), pursuant to which Assignor has agreed to sell to Assignee and Assignee has agreed to buy from Assignor the Assets (as defined in the Term Sheet), including without limitation the service marks, trademarks and trade names of Assignor.

C. Pursuant to the Term Sheet, Assignor has agreed to execute such instruments as the Assignee may reasonably request in order to effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of such Assets.

D. In accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under Assignor's Mark.

NOW, THEREFORE, Assignor and Assignee, for and in exchange for the payment of the purchase price set forth in the Term Sheet, the receipt and sufficiency of which is hereby acknowledged, the parties further agree as follows:

1. Assignor does hereby transfer and assign to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Mark, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of the Mark, whether arising prior to or subsequent to the date of this Agreement, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States and in any other jurisdiction, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Agreement not been made.

2. This assignment and transfer of the Mark by Assignor to Assignee shall be effective as of April 30, 2015.

3. Representations and Warranties. Assignor represents and warrants to Assignee:

- (a) Assignor has the right, power and authority to enter into this Agreement;
- (b) Assignor is the exclusive owner of all right, title and interest, including all intellectual property rights, in the Mark;
- (c) The Mark is free of any liens, security interests, encumbrances or licenses;
- (d) The Mark does not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to the Assignor's rights in the Mark;
- (f) This Agreement is valid, binding and enforceable in accordance with its terms; and
- (g) Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

4. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to the principles of conflicts of laws thereof.

5. Attorneys' Fees. Should either party hereto, or any successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

6. This Agreement may be amended only in writing signed by both parties. This Agreement, together with the Term Sheet, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral.

7. If any term, provision, covenant or condition of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement shall remain in full force and effect.

8. Assignor agrees to perform any further acts and execute and deliver any documents that may be reasonably requested to carry out the provisions of this Agreement.

9. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

Signature page to Assignment of Trademark Registration Agreement.

IN WITNESS WHEREOF, Assignor has caused its duly authorized officer to execute this Assignment of Trademark Registration Agreement as of the date first above written.

ASSIGNOR:

DATUM CORPORATION., a Georgia corporation

By: [Signature] [SEAL]
Name: James Heuvelman
Title: President

STATE OF Georgia
CITY/COUNTY OF Gwinnett, to wit:

On this 7th day of May, 2015, before me, Jim Heuvelman as president of Datum Corporation, personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand this 7th day of May, 2015.

My commission expires 10/13/2015.

[AFFIX SEAL]

[Signature]
Notary Public

I FILLMORE
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires Oct. 13, 2015

Signature page to Assignment of Trademark Registration Agreement.

IN WITNESS WHEREOF, Assignee has caused its duly authorized officer to execute this Assignment of Trademark Registration Agreement as of the date first above written.

ASSIGNEE:

Datum LLC,
a Virginia limited liability company

By: *William T. Crump* [SEAL]
Name: William T. Crump
Title: Manager

STATE OF Maryland
CITY/COUNTY OF Anne Arundel, to wit:

On this 4 day of May, 2015, before me, William T. Crump, as manager of Datum LLC, personally appeared and proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Given under my hand this 4 day of May, 2015.

My commission expires 11/13/2016.

[AFFIX SEAL]

Lindsay Susan Suller
Notary Public

