

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM342667

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Raytheon Cyber Solutions, Inc.		05/28/2015	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Raytheon Cyber Products, Inc.		
Street Address:	12950 Worldgate Drive, Suite 600		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3764970	SECOND LOOK	
CORRESPONDENCE DATA			
Fax Number:	7815226466		
<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:	781-522-3051		
Email:	kate_e_emerson@raytheon.com		
Correspondent Name:	Kate Emerson c/o Raytheon Company		
Address Line 1:	870 Winter Street		
Address Line 4:	Waltham, MASSACHUSETTS 02451		
ATTORNEY DOCKET NUMBER:	TM-0086		
NAME OF SUBMITTER:	Kate Emerson		
SIGNATURE:	/Kate Emerson/		
DATE SIGNED:	05/28/2015		
Total Attachments: 5			
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CH \$40.00 3764970

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT
("Assignment Agreement")


For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Raytheon Cyber Solutions, Inc. ("Assignor") and Raytheon Cyber Products, Inc. ("Assignee") agree as follows:

1. Assignment. Except as otherwise provided below, Assignor hereby assigns and transfers unto Assignee, effective as of the date of last signature below, all of Assignor's right, title and interest in and to the intellectual property listed on the attached Schedule 1 (the "Intellectual Property"), which also includes (a) the right to any registrations of such Intellectual Property, and (b) all claims and causes of action with respect to any of such Intellectual Property, all royalties and other payments now or hereafter due or payable with respect to any of such Intellectual Property, and all other rights of any kind of Assignor accruing under any of such Intellectual Property except for such claims, causes of action, royalties, payments, or other rights which accrue or have accrued to the benefit of Assignor or any of its affiliates (other than Assignee) as a result of or in connection with the activities described in or licensed pursuant to Section 3 of the attached Schedule 2 or the license granted under the License Agreement to be entered into between Raytheon Company and Raytheon Oakley Systems, LLC referred to therein. Notwithstanding anything herein to the contrary, this assignment and the Intellectual Property is and shall remain subject to the prior rights, licenses, and covenants set forth in the attached Schedule 2. Schedules 1 and 2 are made part hereof.
2. Further Assurances. Assignor will execute any and all additional documents that may be reasonably necessary in the reasonable option of counsel for Assignee to perfect the transfer of rights set forth herein.
3. No Representations and Warranties or Indemnification Obligations in this Agreement. No representations, warranties, indemnification agreements or obligations with respect to the Intellectual Property assigned hereunder are made by Assignor in this Agreement, and Assignee assumes all risk and liability howsoever arising out of its election to use or rely on the Intellectual Property.
4. Governing Law. All questions concerning the construction, validity and interpretation of this Agreement and the performance of the obligations imposed by this Agreement shall be governed by the internal law, not the law of conflicts, of the State of Delaware.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives as set forth below.

Executed this 28th day of May, 2015.

For and on behalf of Raytheon Cyber Solutions, Inc.

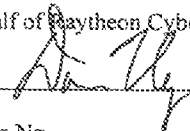
By: Signature  _____

Name: Dana Ng

Title: Assistant Secretary

Executed this 28th day of May, 2015

For and on behalf of Raytheon Cyber Products, Inc.

By: Signature  _____

Name: Dana Ng

Title: Assistant Secretary

[Signature Page to Raytheon Cyber Solutions, Inc. IP Assignment]

Schedule 1

Intellectual Property Assigned by Raytheon Cyber Solutions, Inc. to Raytheon Cyber Products, Inc.

A. Patents and Patent Applications

Case Reference	Title	Country	Appl. Date	Appl. No.	Grant Date	Subject Invention
13-5503-US-NP	Context Aware Integrated Display Keyboard Video Mouse Controller	USA	30 Jan 2015	14/609633	N/A	Yes

Those patents, patent applications, and invention disclosures indicated as Subject Inventions are subject to U.S. Government rights.

B. Trademarks and Trademark Applications

Case Reference	Product	Country	Filing Date	Application No.	Registration Date	Registration No.	Class
TM-0086-US-NF	Second Look	USA	1/9/2009	77/646261	3/23/2010	3764970	Goods

C. Unregistered Copyrights and Copyrightable Works

Existing Documentation for Second Look Software

D. Owned Software

Second Look Software Product

E. Trade Secrets in Owned Intellectual Property

Technical Information as to how Second Look works contained in existing documentation

SCHEDULE 2

ATTACHMENT TO ASSIGNMENT OF INTELLECTUAL PROPERTY TO RAYTHEON CYBER PRODUCTS, INC.

1. Prior rights in the assigned Intellectual Property include:
 - (a) Rights in the assigned Intellectual Property are subject to third party rights arising by operation of law such as, by way of example, 28 USC Section 1498 and applicable government procurement regulations.
 - (b) Rights or licenses in or under the assigned Intellectual Property granted in the normal course of business prior to the final execution of the Intellectual Property Assignment Agreement to which this Schedule is attached (“Assignment Agreement”); including, by way of example, such rights which are of the type normally acquired by customers and distributors.
 - (c) Any patent, patent application, or invention which is based on a “Subject Invention” as that term is defined in the Federal Acquisition Regulations is subject to the rights of, and obligations to, the United States Government (the “Government”) with respect thereto as defined in the applicable Federal Acquisition Regulations, including FAR 52.227-11, DFARs 252.227-7038, or any equivalent or comparable regulation.
 - (d) Such rights and licenses as may be evidenced by the recorded assignment records of the United States Patent and Trademark Office applicable to any of the assigned Intellectual Property.
2. As to any Subject Invention, any patents or patent applications based thereon, Assignee agrees to comply with the Federal Acquisition Regulations referred to in Section 1(c) above and, in particular agrees, to the extent that the following FAR and DFAR provisions, or any successor provisions, apply, (i) to comply with the Preference for United States Industry provision of FAR 52.227-11(g) and equivalent provisions of the DFARs, (ii) to provide such information required to comply with any requests by the U.S. Government to provide reports pursuant to FAR 52.227-11(f) and equivalent provisions of the DFARs, (iii) to assign title to the U.S. Government upon request by the U.S. Government pursuant to FAR 52.227-11(d) and (e) and equivalent provisions of the DFARs, and (iv) to advise the U.S. Government of any decision not to pay maintenance fees as required by FAR 52.227-11(e) and equivalent provisions of the DFARs. The provisions of this Section 2 shall be binding on Assignee’s successors and assigns.
3. Assignor and its affiliates (other than Assignee) retain a non-exclusive, worldwide, paid-up and royalty-free license, including the right to grant sublicenses, under the Intellectual Property that is assigned to Assignee pursuant to the Assignment Agreement, to use such Intellectual Property in the Licensed Field (as defined below) as necessary or useful to enable Assignor and its affiliates (other than Assignee) to operate their respective businesses in the Licensed Field in the ordinary course, including the right to reproduce, distribute prepare derivative works, modify, develop, make, have made, import, sell, distribute, support or otherwise dispose of products and services that embody or use any portion(s) of such Intellectual Property. For purposes of this Section 3, the “Licensed Field” means all operations, activities and business conducted by Raytheon Company and its affiliates (other than Assignee), at any time, in the government, defense and intelligence markets, as well as commercial markets, other than in the Cyber-security Licensed Field (as defined below), and also includes the internal use of such Intellectual Property by Raytheon Company and its affiliates (other than Assignee) and any operations, activities or business as may be necessary for Raytheon Company and its affiliates (other than Assignee) to perform and complete any bids, proposals or contracts that are outstanding on the effective date of the Assignment Agreement and that are not contributed to Raytheon Oakley Systems, LLC or any of its subsidiaries pursuant to a Contribution Agreement between Raytheon Oakley Systems, LLC and Raytheon Company, solely for the duration of such proposals, bids, or contracts. “Cyber-security Licensed Field” means the field of developing, licensing, commercializing, maintaining and/or supporting cyber-security commercial software and related hardware, firmware, maintenance and support to protect and/or defend information and electronic communications systems against damage, unauthorized access, use, or modification, or exploitation which for the avoidance of doubt includes the businesses conducted on the effective date of the Assignment Agreement by Raytheon Oakley Systems, LLC and each of its direct and indirect subsidiaries (including for the

avoidance of doubt the business of Websense, Inc. and its subsidiaries and the business contributed pursuant to the above-referenced Contribution Agreement). Notwithstanding anything to the contrary set forth above, the license set forth above in this Section 3 shall be automatically replaced and superseded by the license to be granted by Raytheon Oakley Systems, LLC, on behalf of itself and its affiliates, to Raytheon Company and its affiliates upon the execution of a Contribution and Unit Purchase Agreement between Raytheon Oakley Systems, LLC and Raytheon Company and a License Agreement between Raytheon Oakley Systems, LLC and Raytheon Company related thereto in connection with the contribution of certain assets (including, without limitation, some or all of the Intellectual Property) by Raytheon Company to Raytheon Oakley Systems, LLC as contemplated by the parties.