

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM349245

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
21CT, Inc.		03/25/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Northrop Grumman Systems Corporation		
Street Address:	2980 Fairview Park Drive		
City:	Falls Church		
State/Country:	VIRGINIA		
Postal Code:	22042-4511		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4005087	LYNXEON	
Registration Number:	4005088	LYNXEON	
Serial Number:	85318603	LYNXEON ANALYTIC CATALOG	
Serial Number:	85516198	LYNXEON WILDCAT	
CORRESPONDENCE DATA			
Fax Number:	2029743522		
<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:	202.662.2738		
Email:	nealk@akllp.com		
Correspondent Name:	Sean S. Wooden		
Address Line 1:	1350 I Street, NW		
Address Line 2:	Suite 1100		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	225627		
NAME OF SUBMITTER:	Sean Wooden		
SIGNATURE:	/Sean S. Wooden/		
DATE SIGNED:	07/26/2015		
Total Attachments: 8			

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IP ASSIGNMENT AGREEMENT

BY AND BETWEEN

NORTHROP GRUMMAN SYSTEMS CORPORATION

AND

21CT, INC.

DATED AS OF MARCH 25, 2015

IP ASSIGNMENT AGREEMENT

This IP ASSIGNMENT AGREEMENT (“**Agreement**”) is made and entered into as of March 25, 2015 (the “**Effective Date**”), by and between Northrop Grumman Systems Corporation, a Delaware corporation (“**Assignee**”), and 21CT, Inc., a Delaware corporation (“**Assignor**”). Assignor and Assignee are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS

WHEREAS, pursuant to that certain Asset Purchase Agreement (the “**Purchase Agreement**”), dated as of the date hereof, by and among Assignor, Assignee and Acuity Solutions Corporation, a Delaware corporation, Assignee agreed to purchase, and Assignor agreed to sell, certain assets of Assignor, all as more specifically described in, and subject to the terms of, the Purchase Agreement;

WHEREAS, in connection with the Purchase Agreement, Assignor and Assignee desire that Assignor transfer to Assignee all of the right, title and interest of Assignor in and to the issued, registered and applied-for intellectual property (together with all goodwill associated therewith and symbolized thereby) set forth on Schedule A attached hereto (the “**Assigned IP**”); and

WHEREAS, the Parties desire to enter into a document for purposes of filing the change of ownership of the Assigned IP with the United States Patent and Trademark Office, the United States Copyright Office and any other similar offices throughout the world as necessary.

NOW THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I ASSIGNED IP

1.1 Transfer of Assigned IP. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee, and Assignee does hereby accept, all of Assignor's right, title and interest in and to the Assigned IP, together with all causes of action and enforcement rights, whether currently pending, filed, or otherwise, for the Assigned IP, including all rights to damages, injunctive relief and other remedies for past, current and future infringement of the Assigned IP.

1.2 Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, Assignor shall provide any further necessary documentation and do all further acts reasonably requested by Assignee to confirm and perfect title in and to the Assigned IP in Assignee, its successors and assigns.

ARTICLE II GENERAL PROVISIONS

2.1 Notices. All notices, requests, demands, claims, waivers and other communications hereunder shall be in writing and shall be delivered personally, be delivered by certified U.S. mail, return receipt requested and postage prepaid or be delivered by overnight commercial delivery service, to the Parties at the following addresses (or at such other address for a Party as shall be specified by notice):

(a) if to Assignee, to:

c/o Northrop Grumman Corporation
2980 Fairview Park Drive
Falls Church, Virginia 22042
Attention: Corporate Vice President and General Counsel

(b) if to Assignor, to:

21CT, Inc.
6011 West Courtyard Drive
Building 5, Suite 300
Austin, Texas 78730
Attention: Irene Williams, Chief Executive Officer

with a copy (which shall not constitute notice) to:

Andrews Kurth LLP
111 Congress Avenue, Suite 1700
Austin, Texas 78701
Attention: J. Matthew Lyons

Each notice shall be effective and deemed given upon receipt (or refusal of receipt) if delivered personally, on the third business day after having been sent if delivered by certified U.S. mail, return receipt requested and postage prepaid, or on the next business day if delivered by overnight commercial delivery service. A Party may change the address to which notices hereunder are to be delivered by giving the other Party a notice of such change in the manner herein set forth.

2.2 Counterparts. This Agreement may be executed (including by electronic means, including PDF or facsimile transmission) with counterpart signature pages or in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each Party and delivered to the other Party, it being understood that all Parties need not sign the same counterpart.

2.3 Entire Agreement. This Agreement, together with the Purchase Agreement, collectively constitute the entire agreement between the Parties and supersede any prior and/or contemporaneous understandings, agreements or representations by or between the Parties (or

any of their respective Affiliates), written or oral, that may have related in any way to the subject matter hereof or thereof.

2.4 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT GIVING EFFECT TO ANY LAW OR RULE THAT WOULD CAUSE THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE TO BE APPLIED.

2.5 Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT, THE SUBJECT MATTER HEREOF OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

2.6 Assignment. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

2.7 Modification; Waiver. This Agreement may be modified only by a written instrument executed by both Parties. Any of the terms and conditions of this Agreement may be waived in writing at any time by the Party entitled to its benefits.

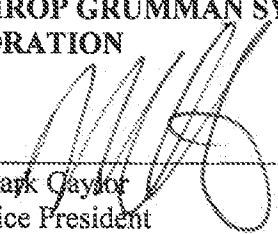
2.8 Purchase Agreement. The Parties hereby acknowledge and agree that nothing in this Agreement (including any breach hereof) shall affect any obligation of any Party under the Purchase Agreement.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**NORTHROP GRUMMAN SYSTEMS
CORPORATION**

By: _____


Mark Gaylor
Vice President

21CT, INC.

By: _____

Irene Williams
Chief Executive Officer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

**NORTHROP GRUMMAN SYSTEMS
CORPORATION**

By: _____
Mark Caylor
Vice President

21CT, INC.

By:  _____
Irene Williams
Chief Executive Officer

[SIGNATURE PAGE TO IP ASSIGNMENT AGREEMENT]

SCHEDULE A

4. Trademarks

- a. LYNXeon, registration numbers 4,005,087 & 4,005,088, registration date 8/2/2011.
- b. LYNXeon Analytic Catalog™, serial number 85318603, filing date 5/11/2011.
- c. LYNXeon Analyst Studio™, common law trademark

- d. LYNXeon Wildcat™, serial number 85516198, filing date 1/13/2012