

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM383506

<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>
Maximus, Inc.		05/06/2016	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maximus K-12 Education, Inc		
<b>Street Address:</b>	1891 Metro Center Drive		
<b>City:</b>	Reston		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20190		
<b>Entity Type:</b>	Corporation: VIRGINIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4410048	TIENET	
<b>Registration Number:</b>	2701050	TIENET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2026376852		
<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>	2026375600		
<b>Email:</b>	glyn.gamab@hoganlovells.com		
<b>Correspondent Name:</b>	Cameron Robinson, Hogan Lovells US LLP		
<b>Address Line 1:</b>	555 13th St. NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	033472.000031		
<b>NAME OF SUBMITTER:</b>	Cameron E. Robinson		
<b>SIGNATURE:</b>	/Cameron E. Robinson/		
<b>DATE SIGNED:</b>	05/06/2016		
<b>Total Attachments: 5</b>			
source=Titan - MMS Intercompany IP Assignment (Pre-Closing)#page1.tif			
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## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is made and entered into this 6<sup>th</sup> day of May, 2016 by and between MAXIMUS, Inc., a Virginia corporation (“**Assignor**”), and MAXIMUS K-12 Education, Inc., a Virginia corporation (“**Assignee**”).

WHEREAS, Assignor owns the trademarks and copyrights listed in Schedule A hereto (the “**Transferred Trademarks**” and “**Transferred Copyrights**”, respectively; collectively, the “**Transferred IP**”); and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Transferred IP to Assignee and Assignee desires to acquire all of Assignor’s right, title and interest in and to the Transferred IP.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to Assignee: (a) all of Assignor’s right, title and interest in and to the Transferred IP, including all goodwill associated therewith, and all common law rights, registrations, and all reissues, extensions and renewals thereof, the same to be held and enjoyed by Assignee for its own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made; (b) income and payments now or hereafter due or payable with respect to the Transferred IP; (c) all causes of action against third parties with respect to the Transferred IP; and (d) the right to sue, counterclaim and recover for, past, present and future infringement and misappropriation of the rights assigned or to be assigned under this Assignment.

2. No Representations or Warranties. Assignor makes no representations or warranties, express or implied, with respect to any Transferred IP.

3. Outstanding Rights. Notwithstanding anything to the contrary in this Assignment, Assignee and its successors and assigns shall take hereunder such right, title and interest in said Transferred IP subject to any outstanding licenses, options to acquire licenses or other rights existing in third parties prior to the effective date of this Assignment.

4. Actions to Perfect the Interests. Assignor hereby covenants that Assignor shall and shall cause its Affiliates to, at the cost and expense of Assignee, take all reasonable actions and execute all reasonable documents as may be necessary to perfect the interest of Assignee in and to the Transferred IP as may be reasonably requested by Assignee, and shall not enter into any agreement or take any action in conflict with this Assignment.

5. Severability. If any term or provision of this Assignment is held invalid, illegal or unenforceable in any respect under any applicable law or as a matter of public policy, the validity, legality and enforceability of all other terms and provisions of this Assignment will not in any way be affected or impaired. If the final judgment of a court of competent jurisdiction or other government authority declares that any term or provision hereof is invalid, illegal or

unenforceable, the parties agree that the court making such determination will have the power to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, illegal or unenforceable term or provision with a term or provision that is valid, legal and enforceable and that comes closest to expressing the intention of the invalid, illegal or unenforceable term or provision.

6. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their respective successors and assigns, and nothing in this Assignment shall create or be deemed to create any third-party beneficiary rights in any person not a party hereto, including any affiliates of any party.

7. Amendments. This Assignment may be amended, restated, supplemented or otherwise modified, and any provision hereof may be waived, only by written agreement making specific reference to this Assignment, in each case duly executed by each party to this Assignment.

8. Governing Law. This Assignment and any action arising out of or relating in any way to this Assignment shall be governed by the laws of the State of Delaware without giving effect to any choice of law rules.

9. Entire Agreement. This Assignment constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter hereof and thereof and supersedes all prior negotiations, correspondence, understandings and contracts among the parties respecting the subject matter hereof and thereof.

10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. Facsimiles, e-mail transmission of .pdf signatures or other electronic copies of signatures shall be deemed to be originals.

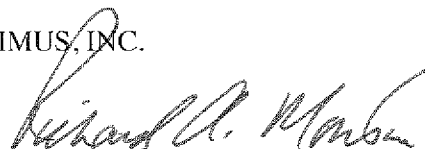
**[Signature Pages Follow]**

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above by its duly authorized officer.

ASSIGNOR:

MAXIMUS, INC.

By:

  
\_\_\_\_\_

Name: Richard A. Montoni

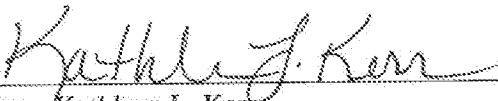
Title: Chief Executive Officer

[Signature Page Follows]

*[Signature Page to Intellectual Property Assignment Agreement]*

ASSIGNEE:

MAXIMUS K-12 EDUCATION, INC.

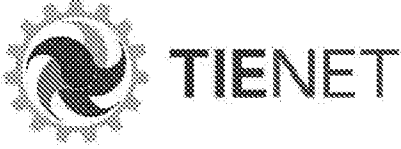
By:   
Name: Kathleen L. Kerl  
Title: President

*{Signature Page to Intellectual Property Assignment Agreement}*

**TRADEMARK**  
**REEL: 005787 FRAME: 0221**

**SCHEDULE A**

**Transferred Trademarks:**

<b><u>Trademark</u></b>	<b><u>U.S. Registration No.</u></b>	<b><u>Date of Registration</u></b>
	4,410,048	October 1, 2013
TIENET	2,701,050	March 25, 2003

**Transferred Copyrights:**

<b><u>Title</u></b>	<b><u>Copyright Registration No.</u></b>	<b><u>Date of Registration</u></b>
TIENET Version 10.0	TXu001917516	2014
TIENET Version 13.0	TXu001917536	2014
TIENET Version 6.1	TXu001917527	2014