# 86760145

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM399623

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	08/16/2016

## **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lockheed Martin Corporation		09/14/2016	Corporation: MARYLAND

#### **RECEIVING PARTY DATA**

Name:	Abacus Innovations Technology, Inc.	
Street Address:	700 N. Frederick Avenue	
City:	Gaithersburg	
State/Country:	MARYLAND	
Postal Code:	20879	
Entity Type:	Corporation: DELAWARE	

## **PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark	
Serial Number:	86760145	INTRANET QUORUM	
Serial Number:	86760135	INTRANET QUORUM	

#### **CORRESPONDENCE DATA**

Fax Number: 2029068669

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.

Phone: 202.906.8712

Email: ipmail@dykema.com, jfraser@dykema.com

**Correspondent Name:** Jennifer Fraser

Address Line 1: 1301 K Street, N.W., Suite 1100 West

Address Line 4: Washington, D.C. 20005

NAME OF SUBMITTER:	Jennifer Fraser
SIGNATURE:	/jf/
DATE SIGNED:	09/23/2016

# **Total Attachments: 5**

source=Trademark Assignment Agreement (LMC and Abacus Innovations Technology)#page1.tif source=Trademark Assignment Agreement (LMC and Abacus Innovations Technology)#page2.tif source=Trademark Assignment Agreement (LMC and Abacus Innovations Technology)#page3.tif source=Trademark Assignment Agreement (LMC and Abacus Innovations Technology)#page4.tif

source=Trademark Assignment Agreement (LMC and Abacus Innovations Technology)#page5.tif

### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("Trademark Assignment"), is made nunc pro tunc, as of August 16, 2016, by Lockheed Martin Corporation ("Assignor"), a Maryland corporation, located at 6801 Rockledge Drive, Bethesda, Maryland 20817, in favor of Abacus Innovations Technology, Inc. ("Assignee"), a Delaware corporation, located at 700 N. Frederick Avenue, Gaithersburg, Maryland 20879. Each of Assignor and Assignee is sometimes referred to individually as a "Party" and collectively they are sometimes referred to as the "Parties."

WHEREAS, on or before August 16, 2016, Assignor owned all right, title and interest in and to all foreign and domestic trademarks, service marks, corporate names, brand names, trade names, Internet domain names, logos, slogans, designs, trade dress and other similar identifiers of source or origin, that are listed on the attached <u>Schedule 1</u>, whether registered or unregistered, including all extensions, modifications and renewals of the same, and all rights to obtain renewals, continuations, divisions or other extensions of legal protections pertaining thereto (collectively, the "<u>Trademarks</u>").

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademarks, including any applications and registrations thereof, and Assignor desires to transfer the same to Assignee.

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

- Assignment. Assignor hereby irrevocably transfers, conveys, assigns and delivers nunc pro tunc as of August 16, 2016, to Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill connected with the use of and symbolized by any of the Trademarks, and all rights to sue at law or in equity for any past, present or future infringement, misappropriation, violation or other impairment thereof, including the right to receive all proceeds and damages therefrom, the same to be held and enjoyed by Assignee, its successors and assigns to the same extent that such would have been held and enjoyed by Assignor had this assignment not been made.
- Recordation. Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of similar or corresponding entities or agencies in any country or political subdivision throughout the world, to record and register this Trademark Assignment upon request by Assignee.

NOC - 063553/901263 - 7992100 V8

- 5. Further Assurances. Without limiting Assignor's obligations under any other agreements between the Parties, from and after the date hereof, upon Assignee's reasonable request and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its respective successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to confirm, effect, evidence or perfect the assignment of the Trademarks to Assignee, or any assignee or successor thereto, including as may be necessary to record Assignee as the owner of the Trademarks in the United States Patent and Trademark Office and any similar or corresponding entities or agencies in any country or political subdivision throughout the world.
- 4. <u>Tax Treatment</u>. The parties intend that, for U.S. federal income tax purposes, the assignment of the Trademarks as contemplated by this Trademark Assignment be governed by Section 351(a) of the Internal Revenue Code of 1986, as amended.
- Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.
- Governing Law. This Trademark Assignment shall be construed in accordance with and governed by federal law and by the laws of the State of Delaware (without regard to the choice of law provisions thereof).

[Signature Page Follows]

2

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by a duly authorized corporate officer and its corporate seal to be affixed, on this 147 day of September 2016.

LOCKHEED MARTIN CORPORATION

By:

Name:

Jeffry A. Divney Title:

Vice President and Associate General

Counsel

[Signature Page to Trademark Assignment]

# Schedule 1

# Trademarks

Tradamaek	Application/Registration
HOUSINGIA	No.
1 INTRANET QUORUM'*	Appl. No. 86/760,145
2 INTRANET QUORUM™ (and design)	Appl. No. 86/760,135

3000 - 063333/001061 - 7990100 VX

# ACKNOWLEDGEMENT

STATE OF LANG )

COUNTY OF LANTON TAY )

On this 14th day of GEFTENSEL 2016 before me personally appeared IEFFEY A. DIV NEY, to me personally known, who, being duly sworn, did say that he is the VICE FRESDENT AND ASSIGNET GENERAL COUNSEL Of Assignor and that he duly executed the foregoing instrument for and on behalf of Assignor being duly authorized to do so and that said individual acknowledged said instrument to be the free act and deed of Assignor.

Notary

My cor

My commission expires:

KAREN JEHOME BARRETT Notery Public Prince George's County Maryland

My Commission Expires Jul 12, 2018

WEST - 063553/001261 - 7992100 VB

RECORDED: 09/23/2016