

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409834

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DRS ENVIRONMENTAL SYSTEMS, INC.		12/15/2016	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	HDT EXPEDITIONARY SYSTEMS, INC.		
Street Address:	30500 AURORA ROAD, SUITE 100		
City:	SOLON		
State/Country:	OHIO		
Postal Code:	44139		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4749336	RUNLITE	
CORRESPONDENCE DATA			
Fax Number:	2163639001		
<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:	216-363-9000		
Email:	jmoldivanyi@faysharpe.com		
Correspondent Name:	Jay F. Moldovanyi		
Address Line 1:	Fay Sharpe LLP		
Address Line 2:	1228 Euclid Ave 5th Flr		
Address Line 4:	Cleveland, OHIO 44115		
ATTORNEY DOCKET NUMBER:	HUNZ 000001US01		
NAME OF SUBMITTER:	Jay F. Moldovanyi		
SIGNATURE:	/Jay F. Moldovanyi/		
DATE SIGNED:	12/21/2016		
Total Attachments: 6			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (“**Assignment**”), dated as of December 15, 2016, is made by and between HDT Expeditionary Systems, Inc., a corporation organized under the laws of Delaware (“**Assignee**”), and DRS Environmental Systems, Inc., a corporation organized under the laws of Delaware (“**Assignor**”), pursuant to that certain Asset Purchase Agreement, dated as of the date hereof (the “**Agreement**”), by and among Assignee, Assignor and DRS Technologies, Inc. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

WHEREAS, pursuant to the Agreement, Assignor has agreed to assign all of Assignor’s right, title, and interest in, to and under, among the other Purchased Assets, the Transferred Intellectual Property (as defined below), together with the goodwill associated therewith.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and upon the terms and subject to the conditions set forth in the Agreement, it is hereby agreed that:

1. Assignment and Assumption. Pursuant to the Agreement and effective as of the Closing Date, Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee, free and clear of all Liens other than Permitted Liens, and Assignee hereby accepts, all of Assignor’s right, title and interest in, to and under the Intellectual Property set forth on **Schedule 1** attached hereto, all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention, and all rights to sue, compromise and recover for past, present and future infringement or unconsented use thereof, together with all goodwill associated therewith (the “**Transferred Intellectual Property**”), the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.

2. Recordation. Assignor hereby authorizes the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Transferred Intellectual Property that are trademarks or service marks and that are registered at, or for which registration has been applied for at, the United States Patent and Trademark Office.

3. Terms of the Agreement. This Assignment is being delivered pursuant to, and subject to, the representations, warranties, conditions, limitations, covenants, agreements and indemnities set forth in the Agreement. Each of Seller and Buyer acknowledge and agree that the representations, warranties, conditions, limitations, covenants, agreements and indemnities contained in the Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Buyer or Seller under the Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this Assignment. In the event of any conflict between the terms of the Agreement and the terms of this Assignment, the terms of the Agreement shall prevail.

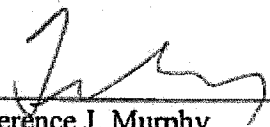
4. General Provisions. Sections 1.9 and 1.11 and Article VIII of the Agreement are incorporated herein by reference.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first above written.

ASSIGNOR:

DRS ENVIRONMENTAL SYSTEMS, INC.


By: 
Name: Terence J. Murphy
Title: VP, Administration

[Signature Page to Intellectual Property Assignment Agreement]

TRADEMARK
REEL: 005949 FRAME: 0695

ASSIGNEE:

HDT EXPEDITIONARY SYSTEMS, INC.

By: 
Name: Sean Bond
Title: President & CEO

Signature Page to Intellectual Property Assignment

Schedule 1

Except for the patents and patent applications listed therein, Section 2.9 of the Seller Disclosure Letter to the Agreement is incorporated herein by reference.

**Section 2.9
Owned Intellectual Property**

Trademarks:

MARK	COUNTRY	STATUS	FILING DATE	APP. NO.	REG. DATE	REG. NO.	CLASS/DESCRIPTION
RUNLITE	United States	Registered	Apr 10, 2014	86248126	Jun 2, 2015	4749336	Class 12: Semi-trailers that contain wire routing, heavy equipment mounting, large open operation space, and cooling elements to create personnel occupied and/or electronic equipment mobile facilities for non-military and military use.
TRUSTED SERIES UPS TRADEMARK ²	United States	Unregistered					

Patents:

FILE NO.	IP FAMILY NO.	CLIENT REF. NO.	TITLE	COUNTRY	APPLN. NO.	FILING DATE	PUB NO.	PUB DATE	PATENT NO.	ISSUE DATE	STATUS	INVENTORS
092741-0827166	001110USNP	0180.PATN.2014	ICE SUPPLY SYSTEM	United States of America	13/548,731	7/13/12	US-2013-0180267-A1	7/18/2013			Published	William Hartig, Ken Deaton, Georgi Kazachki, Roger Elam
092741-0969399	02350005	0180.PATN.2234	MODULAR DATA CENTER FACILITY WITH AIR HEATING APPARATUS AND METHOD OF HEATING	United States of America	15/173,391	6/3/16					Pending	Wade Mielek, Charlie
				United States of America	07/649,429	2/1/91			5065736	11/19/91	Expired	Paul Mutchler

File No.	IP Family No.	Title	Application No.	Patent or Publication No.	Filing Date	Status
		Bi-Directional Power Converter	14/211,719	20140268959	3/14/2014	Allowed
		Micro Grid Power Distribution Unit	13/772,229	20130238151	2/20/2013	Allowed

² Trademark is a common law trademark. Seller has been using the brand name though it has not been registered with the USPTO.