

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM416997

<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>
Northrop Grumman Systems Corporation		12/30/2016	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BluVector, Inc.		
<b>Street Address:</b>	8666 Veterans Hwy		
<b>City:</b>	Millersville		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21108		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86480589	BLUVECTOR	
<b>Serial Number:</b>	86480615	BLUVECTOR	
<b>Serial Number:</b>	86480596	BLUVECTOR CYBER	
<b>Serial Number:</b>	86480592	BLUVECTOR CYBER INTELLIGENCE PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2027995000		
<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>	2027994000		
<b>Email:</b>	gregory.esau@dlapiper.com		
<b>Correspondent Name:</b>	Gregory Esau		
<b>Address Line 1:</b>	500 Eighth Street, NW		
<b>Address Line 4:</b>	Washington, D.C. 20004		
<b>NAME OF SUBMITTER:</b>	Gregory C. Esau		
<b>SIGNATURE:</b>	/Gregory C. Esau/		
<b>DATE SIGNED:</b>	02/22/2017		
<b>Total Attachments: 8</b>			
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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of February 20, 2017, to be effective as of December 30, 2016, between Northrop Grumman Systems Corporation, a Delaware corporation ("Assignor") and BluVector, Inc. (f/k/a Acuity Solutions Corporation), a Delaware corporation ("Assignee").

### RECITALS

WHEREAS, Assignee acquired all of the rights, title, and interest of Assignor in and to the trademarks and the corresponding applications and registrations therefor, listed in Schedule A annexed hereto and made a part hereof, as well as the goodwill associated therewith (hereinafter the "Trademarks") as of December 30, 2016; and

WHEREAS, the parties are desirous of confirming said assignment and reaffirming Assignee as the lawful owner of the Trademarks, and recording such assignment in the United States Patent and Trademark Office and the corresponding officials of other jurisdictions, as appropriate;

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

### ARTICLE I ASSIGNMENT

Section 1.1 Transfer of Assigned Trademarks. Assignor does hereby assign, transfer, convey and deliver to Assignee and its successors and assigns, and Assignee does hereby acquire and accept, all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, free and clear of all obligations, liabilities, charges, claims, mortgages, liens, options, pledges, security interests or any other restrictions of any kind (other than those created under applicable securities laws) to the fullest extent permitted by Section 363 of the U.S. Bankruptcy Code, throughout the universe and all rights corresponding thereto, together with all income, royalties or payments now or hereafter due or payable in relation to the Trademarks and all rights and remedies (including the right to sue for and recover damages and rights to injunctive relief and other remedies) against past, present, and future infringement, misappropriation, or other violation relating to the Trademarks, including, without limitation, any and all causes of action (whether in law or equity) and enforcement rights, whether currently pending, filed, or otherwise, relating to the Trademarks, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Section 1.2 Further Assurances. Assignor covenants and agrees that, at any time and from time to time upon the request of Assignee, at Assignee's expense, Assignor shall provide any further necessary documentation (including, without limitation, executing and delivering all papers, instruments and assignments) and do all further acts reasonably requested by Assignee to confirm, vest and perfect title in and to the Trademarks in Assignee, its successors and assigns, including, without limitation, all documents necessary to record in the name of Assignee the assignment of

the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

Section 1.3 Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and the corresponding officials of other jurisdictions, as appropriate, whose duty it is to register trademarks, and record title thereto, to record Assignee as assignee and owner of the entire right, title and interest in and to the Trademarks.

## ARTICLE II GENERAL PROVISIONS

Section 2.1 Amendment and Modification. This Assignment may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 2.2 Waiver. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 2.3 Entire Agreement. This Assignment (including the Schedule hereto) constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the parties with respect to the subject matter hereof and thereof.

Section 2.4 Governing Law. This Assignment and all disputes or controversies arising out of or relating to this Assignment or the transactions contemplated hereby (in contract or tort) shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

Section 2.5 Submission to Jurisdiction. Each of the parties irrevocably agrees that any legal action or proceeding arising out of or relating to this Assignment brought by any party or its successors or assigns against the other party shall be brought and determined in the Court of Chancery of the State of Delaware, provided, that if jurisdiction is not then available in the Court of Chancery of the State of Delaware, then any such legal action or proceeding may be brought in any federal court located in the State of Delaware or any other Delaware state court, and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such action or proceeding arising out of or relating to this Assignment and the transactions contemplated hereby.

Section 2.6 Successors. This Assignment will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 2.7 Severability. Whenever possible, each provision or portion of any provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Assignment shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 2.8 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 2.9 Counterparts. This Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. This Assignment may be executed by facsimile or .pdf signature and a facsimile or .pdf signature shall constitute an original for all purposes.

*The remainder of this page is intentionally left blank.*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

**NORTHROP GRUMMAN SYSTEMS  
CORPORATION**

By: *Stephen C. Movius*  
Name: *Stephen C. Movius*  
Title: *Corp. VP and Treasurer*

ASSIGNEE:

**BLUVECTOR, INC.  
(f/k/a ACUITY SOLUTIONS CORPORATION)**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed as of the date first written above by their respective officers thereunto duly authorized.

ASSIGNOR:

**NORTHROP GRUMMAN SYSTEMS  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

ASSIGNEE:

**BLUVECTOR, INC.  
(f/k/a ACUITY SOLUTIONS CORPORATION)**

*Kristin Lovejoy*  
By: \_\_\_\_\_  
Name: Kristin Lovejoy  
Title: CEO  
2/20/2017

Schedule A

TRADEMARKS

<b>Trademark Title</b>	<b>Application Number/Registration Number</b>
BLUVECTOR – US Trademark Application	86/480,589; 4,852,590
BLUVECTOR – Japan Trademark Application	2015-053345; 5,817,984
BLUVECTOR – European Union Trademark Application	14198733
BLUVECTOR – Australia Trademark Application	1698162
BLUVECTOR + Design – US Trademark Application	86/480,615; 5,013,657
BLUVECTOR + Design – Japan Trademark Application	2015-053342; 5,817,983
BLUVECTOR + Design – European Union Trademark Application	14196737
BLUVECTOR + Design – Australia Trademark Application	1698158
BLUVECTOR CYBER INTELLIGENCE PLATFORM – US Trademark Application	86/480,592; 4,956,829
BLUVECTOR CYBER INTELLIGENCE PLATFORM – Japan Trademark Application	2015-053343



Trademark Title	Application Number/Registration Number
BLUVECTOR CYBER INTELLIGENCE PLATFORM – European Union Trademark Application	14196802
BLUVECTOR CYBER INTELLIGENCE PLATFORM – Australia Trademark Application	1698159
BLUVECTOR CYBER – US Trademark Application	86/480,596
BLUVECTOR CYBER – Japan Trademark Applications	2015-053344
BLUVECTOR CYBER – European Union Trademark Application	14198493
BLUVECTOR CYBER – Australia Trademark Application	1698160
Acuity Solutions - US Trademark	86598905
ACUITY SOLUTIONS – EU TM App.	14677901
ACUITY SOLUTIONS – JP TM App.	2015-0099290; 5832186
Acuity Solutions - AU	1728595
Acuity Solutions & Design - US Trademark	86598949
ACUITY SOLUTIONS & Design – EU TM App.	14677983

Trademark Title	Application Number/Registration Number
ACUITY SOLUTIONS & Design – JP TM App	2015-0099292; 5832187
Acuity Solutions & Design – AU	1728596
ACUITY SOLUTIONS CORPORATION - US Trademark	86598927
ACUITY SOLUTIONS CORPORATION – EU TM App.	14677959
ACUITY SOLUTIONS CORPORATION – JP TM App.	2015-0099291
ACUITY SOLUTIONS CORPORATION . – AU	1728597