

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM426460

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Eagle Technology, LLC		04/28/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris IT Services Corporation		
Street Address:	12975 Worldgate Dr.		
Internal Address:	Suite 700		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2165377	OS/COMET	
Registration Number:	2301657	OS COMET	
Registration Number:	4002527	FULLY MANAGED COMMUNICATIONS - FROM THE	
Registration Number:	3811229	COMMANDACCESS	
Registration Number:	3160935	PURIFILE	
Serial Number:	86012708	XWAN	
Registration Number:	3133664	WAVECOR	
Registration Number:	2191984	ACUSIL	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<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:	212-735-5117		
Email:	francine.waldbaum@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Francine Waldbaum		
Address Line 4:	New York, NEW YORK 10036		

CH \$215.00 2165377

ATTORNEY DOCKET NUMBER:	110690/33
NAME OF SUBMITTER:	Paige Amundson
SIGNATURE:	/Paige Amundson/
DATE SIGNED:	05/05/2017

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is dated as of April 28, 2017, by and between Eagle Technology, LLC, a Delaware limited liability company (the "Assignor"), and Harris IT Services Corporation, a Maryland corporation (the "Assignee").

WHEREAS, pursuant to the Sale Agreement, dated on or around the date hereof (as amended, modified or supplemented from time to time, the "Sale Agreement"), by and between Harris Corporation, on behalf of itself, the Asset Sellers set forth therein, including the Assignor, and the Equity Sellers set forth therein (collectively, the "Sellers"), and the Assignee, the Sellers have agreed to sell, grant, convey, transfer and assign to the Assignee, and the Assignee has agreed to purchase, acquire and accept, all of the Sellers' respective right, title and interest in and to the Transferred Assets, including the trademarks listed in Schedule 1 hereto, together with all goodwill associated therewith (the "Trademarks"), upon the terms and subject to the conditions set forth in the Sale Agreement;

WHEREAS, the execution and delivery of this Agreement by the Assignor is a condition to the obligations of the Assignee to consummate the transactions contemplated by the Sale Agreement; and

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Sale Agreement.

NOW, THEREFORE, in consideration of the foregoing, the covenants and agreements contained herein and in the Sale Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

Section 1. Assignment. Effective as of the date hereof, the Assignor hereby sells, grants, conveys, transfers and assigns to the Assignee, and the Assignee hereby purchases, acquires and accepts from the Assignor, all of the Assignor's right, title and interest in and to the Trademarks, together with the rights to (a) all income, royalties, damages and payments related thereto, (b) bring actions, defend against or otherwise recover for past, present or future infringements, misappropriations or other violations thereof and (c) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof.

Section 2. Acknowledgement. The Assignor hereby acknowledges and agrees that from and after the date hereof, as between the parties, the Assignee shall be the exclusive owner of the Trademarks. The Assignor hereby authorizes and requests the Commissioner for Trademarks of the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record the Assignee as the assignee and owner of the Trademarks registered in the corresponding jurisdiction. The parties hereby acknowledge and affirm that their respective rights in

and to the Trademarks are more fully set forth in the Sale Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Sale Agreement, the terms of the Sale Agreement shall control.

Section 3. Cooperation. From time to time, pursuant to Assignee's request, and without further consideration by Assignee, Assignor shall execute, deliver and acknowledge such other instruments and documents of conveyance and transfer or assumption and shall take such other actions and shall execute and deliver such other documents, certifications and further assurances as Assignee may reasonably request in order to vest and confirm more effectively in Assignee title to or to put Assignee more fully in legal possession of, or to enable Assignee to use, any of the Trademarks including, without limitation, in order to enable Assignee (at Assignee's expense) to record its ownership of the Trademarks in relevant U.S. and foreign local, state and national trademark offices.

Section 4. Governing Law; Jurisdiction. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement, shall be governed by, and construed and enforced in accordance with, the Laws of the State of New York without regard of the Laws that might otherwise govern under the applicable principles of conflict of laws of the State of New York (other than Section 5-1401 of the General Obligations Law of the State of New York). Each party agrees to submit to the exclusive jurisdiction of the United States District Court for the Southern District of New York, New York or the state courts in the county of New York, for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this subsection.


Section 5. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts. Facsimile signatures or signatures received as a pdf attachment to electronic mail shall be treated as original signatures for all purposes of this Agreement. This Agreement shall become effective when, and only when, each party hereto shall have received a counterpart signed by all of the other parties hereto.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first above written.

Assignor:

EAGLE TECHNOLOGY, LLC

By: 

Name: Kristene Schumacher

Title: President

[Signature Page To Trademark Assignment Agreement]

TRADEMARK
REEL: 006051 FRAME: 0559

Assignee:

Harris IT Services Corporation

By: 

Name: Alexander S. Andrusyszyn

Title: Treasurer and Secretary

Schedule 1

TRADEMARKS

Mark	Jurisdiction	App. No.	Filing Date	Reg. No.	Reg. Date
OS/COMET	United States	75/221401	06-Jan-1997	2165377	16-Jun-1998
OS/COMET & Design	United States	75/490288	22-May-1998	2301657	21-Dec-1999
FULLY MANAGED COMMUNICATIONS - FROM THE GIG TO THE FOXHOLE	United States	85/212127	06-Jan-2011	4002527	26-Jul-2011
COMMANDACCESS	United States	76/698995	17-Aug-2009	3811229	29-Jun-2010
PURIFILE	United States	78/685704	04-Aug-2005	3160935	17-Oct-2006
xWAN	United States	86/012708	17-Jul-2013	N/A	N/A
WaveCor	United States	78171220	4-Oct-2002	3133664	22-Aug-06
ACUSIL	United States	75276116	17-Apr-1997	2191984	29-Sep-1998