

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM471110

<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>
GPS Source, Inc.		04/23/2018	Corporation: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	General Dynamics Mission Systems, Inc.		
<b>Street Address:</b>	12450 Fair Lakes Circle		
<b>City:</b>	Fairfax		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	22033		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87014091	SENTRYSCOUT	
<b>Registration Number:</b>	3224311	GPS SOURCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2022987570		
<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>	202-625-3558		
<b>Email:</b>	kattendctm@kattenlaw.com		
<b>Correspondent Name:</b>	Kristin Lockhart-Katten Muchin Rosenman		
<b>Address Line 1:</b>	2900 K Street, N.W.		
<b>Address Line 2:</b>	North Tower, Suite 200		
<b>Address Line 4:</b>	Washington, D.C. 20007-5118		
<b>ATTORNEY DOCKET NUMBER:</b>	320001-00013		
<b>NAME OF SUBMITTER:</b>	Kristin Lockhart		
<b>SIGNATURE:</b>	/Kristin Lockhart/		
<b>DATE SIGNED:</b>	04/24/2018		
<b>Total Attachments: 4</b>			
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## TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment"), is made effective as of the Effective Date, by and between **GPS Source, Inc.**, a Colorado corporation ("Assignor"), and **General Dynamics Mission Systems, Inc.**, a Delaware corporation ("Assignee") (each, a "Party" and collectively, the "Parties").

**WHEREAS**, the shareholders of Assignor and Assignee entered into a Stock Purchase Agreement dated **November 2, 2017** (the "Purchase Agreement"), by which Assignee acquired all ownership shares in Assignor including its trademark assets;

**WHEREAS**, pursuant to the Purchase Agreement, Assignor assigned all of its right, title and interest in and to the trademarks listed in Schedule A (collectively, the "Assigned Marks") to Assignee;

**WHEREAS**, Assignee, pursuant to the Purchase Agreement, acquired the Assigned Marks and other assets of, and the right to succeed and continue the business operations of, Assignor.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Assignor does hereby convey, assign and transfer to Assignee all of Assignor's right, title and interest in and to (i) the Assigned Marks, together with the goodwill symbolized thereby and (ii) all benefits, privileges, causes of action, common law rights, and remedies relating thereto throughout the world, including, without limitation, all of Assignor's rights to: (a) apply for and maintain all registrations, renewals and/or extensions thereof; (b) bring actions and recover damages for past, present and future infringement or other violation thereof; and (c) grant licenses or other interests therein; provided, however, that this Assignment shall not constitute an assignment to the extent that, if it were to sell, convey, assign or transfer an interest in and to the Assigned Marks, it would impair the subsequent lawful and effective execution and recordation of a necessary country-specific form of assignment.

2. Recordation. Assignor hereby authorizes and requests the applicable trademark office or other governmental entity or registrar, to record Assignee as the owner of the Assigned Marks, and to issue any and all Assigned Marks to Assignee, as assignee of Assignor's entire right, title and interest in, to, and under the same. Assignee shall have the right to record this Assignment with all applicable governmental authorities and registrars so as to perfect its ownership of the Assigned Marks, and Assignor shall provide reasonable cooperation and assistance at Assignee's request to complete the recordation of this Assignment, including through country-specific assignment papers.

3. Further Assurances. Assignor shall provide Assignee, its successors, assigns or other legal representatives, reasonable cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, specimens of use, assignments, powers of attorney or other documentation as may be reasonably required) as are reasonably requested by Assignee to effect, register or maintain the rights assigned herein, including: (a) the preparation, prosecution, maintenance, renewal, licensing and assignment by Assignee of any applications or registrations assigned herein; and (b) the prosecution or defense by Assignee of any opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, but not limited to, testifying as to the fact of the assignment of rights hereunder.

4. No Modification. Nothing contained in this Assignment is intended to or shall be deemed to modify, alter, amend or otherwise change any of the rights or obligations of Assignor or Assignee or their respective affiliates under the Purchase Agreement.

5. Successors and Assigns. This Assignment shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

6. Descriptive Headings. The descriptive headings herein are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Assignment.

7. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, USA, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof, and any disputes regarding or arising out of this Assignment will be subject to the exclusive jurisdiction of the federal courts located in Wilmington, Delaware, USA.

8. Counterparts. Both Parties represent that the person executing this Assignment on its behalf has full authority to execute this Assignment and to bind it as a Party. This Assignment may be executed in electronically transmitted counterparts. This Assignment will become effective on the date of the last Party signature below (the "Effective Date").

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed as of the Effective Date.

GPS Source, Inc.

General Dynamics Mission  
Systems, Inc.

By: Michael J. Tilden  
Name: MICHAEL J. TILDEN  
Title: DIRECTOR OF CONTRACTS  
Date: 4-23-2018

By: Devon Engel  
Name: Devon Engel  
Title: Vice President General Counsel  
Date: 3/29/18

**SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT**

<b>Country</b>	<b>Mark</b>	<b>Application No. Filing Date</b>	<b>Registration No. Registration Date</b>	<b>Registrant</b>
United States	SENTRYSCOUT	87/014091 April 26, 2016		GPS Source, Inc.
United States	GPS SOURCE & Design	78/734427 October 17, 2005	3224311 April 03, 2007	GPS Source, Inc.