

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474756

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Secure Communication Systems, Inc.		05/17/2018	Corporation:
RECEIVING PARTY DATA			
Name:	Benchmark Electronics, Inc.		
Street Address:	4141 N. Scottsdale Road, Suite 301		
City:	Scottsdale		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	Corporation: TEXAS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5348738	SECURE TECHNOLOGY COMPANY	
Registration Number:	5348739	SECURE TECHNOLOGY COMPANY	
Serial Number:	87191766	SECURE COMMUNICATION SYSTEMS	
Serial Number:	87191781	SECURE COMMUNICATION SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	6025308500		
<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:	602-530-8360		
Email:	ken.motolenich@gknet.com		
Correspondent Name:	Kenneth Motolenich-Salas		
Address Line 1:	2575 E. Camelback Road		
Address Line 2:	Gallagher & Kennedy, P.A.		
Address Line 4:	Phoenix, ARIZONA 85016		
ATTORNEY DOCKET NUMBER:	28215-0008		
NAME OF SUBMITTER:	Kenneth Motolenich-Salas		
SIGNATURE:	/Kenneth Motolenich-Salas/		
DATE SIGNED:	05/20/2018		
Total Attachments: 8			

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TRADEMARK AND PATENT ASSIGNMENT AGREEMENT

This Trademark and Patent Assignment Agreement ("**Assignment**"), dated as of May 17, 2018 ("**Effective Date**"), is made by Secure Communication Systems, Inc. dba Secure Technology ("**Secure**"), a wholly-owned subsidiary of Benchmark Electronics, Inc. and corporation organized under the laws of the State of Delaware; Lark Engineering Company dba Lark RF Technology ("**Lark**"), a wholly-owned subsidiary of Benchmark Electronics, Inc. and corporation organized under the laws of the State of California, and Tactical Micro, Inc. ("**Tactical**"), a wholly-owned subsidiary of Benchmark Electronics, Inc. and a corporation organized under the laws of the Commonwealth of Virginia (collectively, Secure, Lark, and Tactical Micro are referred to herein as "**Sellers**"), on the one hand, and Benchmark Electronics, Inc. ("**Buyer**"), a corporation organized under the laws of the State of Texas and the purchaser of the assets of Secure and Lark pursuant to the Purchase Agreement by and among SCS Secure Holdings LLC, MCSC LLC, and Benchmark Electronics, Inc. dated October 20, 2015 (the "**Asset Purchase Agreement**"), on the other hand (Sellers and Buyer are collectively referred to herein as "**Parties**" or individually as "**Party**").

WHEREAS, MCSC LLC, a Delaware corporation, was the parent and wholly owned SCS Secure Holdings LLC;

WHEREAS SCS Secure Holdings LLC, a Delaware limited liability company, was the parent and wholly owned SCS Holdings, Inc., a Delaware corporation;

WHEREAS SCS Holdings Inc. was the parent and wholly owned Secure;

WHEREAS Secure was the parent and wholly owned Lark;

WHEREAS Secure was the parent and wholly owned Tactical Micro;

WHEREAS, Secure was the applicant and registrant of record for various trademarks set forth in Schedule A attached hereto (the "**Secure Trademarks**");

WHEREAS Lark was the applicant and registrant of record for various trademarks set forth in Schedule B attached hereto (the "**Lark Trademarks**");

WHEREAS Secure is one of the assignees of record for various patents and patent applications set forth in Schedule C attached hereto (the "**Secure Patents**");

WHEREAS Tactical Micro is the assignee of record for a patent set forth in Schedule D attached hereto (the "**Tactical Micro Patent**");

WHEREAS, by the terms of the Asset Purchase Agreement, the assets of the Sellers, including the Secure Trademarks, Lark Trademarks, Secure Patents, and Tactical Micro were conveyed, transferred, and assigned by MCSC LLC and SCS Secure Holdings LLC to Buyer;

WHEREAS, by the terms of the Asset Purchase Agreement, Sellers have conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Sellers, and have agreed to execute and deliver this Assignment to the United States Patent & Trademark Office for recordation;

NOW THEREFORE, the Parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sellers hereby irrevocably convey, transfer, and assign to

Buyer, and Buyer hereby accepts, all of the respective Seller's right, title, and interest in and to the following:

(a) The Secure Trademarks set forth in Schedule A, the Lark Trademarks set forth in Schedule B, and all issuances, extensions, and renewals of the each of the Secure Trademarks and Lark Trademarks (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks;

(b) The Secure Patents set forth in Schedule C, the Tactical Patent set forth in Schedule D, and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "Assigned Patents");

(c) All rights of any kind whatsoever of Sellers accruing under any of the Assigned Trademarks and Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(d) Any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the Assigned Patents and Assigned Trademarks; and

(e) Any and all claims and causes of action with respect to any of the Assigned Patents and Assigned Trademarks, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Trademarks and Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer.

3. Terms of the Asset Purchase Agreement. The Parties acknowledge and agree that this Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Sellers and Buyer with respect to the Assigned Trademarks and Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

4. Recordation and Further Actions. Sellers hereby authorize the Commissioner for Patents and Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Buyer. On or after the Effective Date, Sellers shall take

such steps and actions, and provide such cooperation and assistance to Buyer and its 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 effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

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

6. Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party.

7. Governing Law. This Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Texas, without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

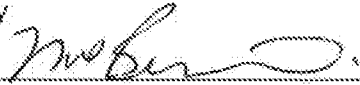
8. Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

9. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

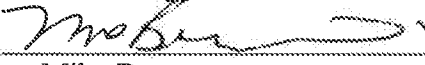
10. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Assignment.

[SIGNATURE PAGE FOLLOWS]

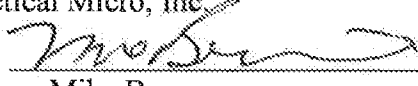
IN WITNESS WHEREOF, Lark Engineering Company has duly executed and delivered this Assignment as of the date first written above.

Lark Engineering Company dba Lark RF
Technology
By: 
Name: Mike Buseman
Title: President
Address for Notices: 3201 East Harbour Drive
Phoenix, AZ 85034

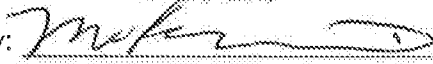
IN WITNESS WHEREOF, Secure Communication Systems, Inc. has duly executed and delivered this Assignment as of the date first written above.

Secure Communication Systems, Inc. dba
Secure Technology
By: 
Name: Mike Buseman
Title: Vice President
Address for Notices: 1740 E. Wilshire
Avenue, Santa Ana, CA 92705

IN WITNESS WHEREOF, Tactical Micro, Inc. has duly executed and delivered this Assignment as of the date first written above.

Tactical Micro, Inc.
By: 
Name: Mike Buseman
Title: Vice President
Address for Notices: 3509 Shannon Park
Drive, Suite 103, Fredericksburg, VA 22408


IN WITNESS WHEREOF, Benchmark Electronics, Inc. has duly executed and delivered this Assignment as of the date first written above.

Benchmark Electronics, Inc.
By: 
Name: Mike Buseman
Title: EVP, Global Operations
Address for Notices: 4141 N. Scottsdale Road,
Suite 301, Scottsdale, AZ 85251


SCHEDULE A

Secure Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
 SECURE TECHNOLOGY COMPANY	United States	5,348,739	December 5, 2017
SECURE TECHNOLOGY COMPANY	United States	5,348,738	December 5, 2017

Trademark Applications

Mark	Jurisdiction	Application Serial Number	Filing Date
SECURE COMMUNICATION SYSTEMS	United States	87/191,766	October 3, 2016
 SECURE COMMUNICATION SYSTEMS	United States	87/191,781	October 3, 2016

SCHEDULE B

Lark Trademarks

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
LARK ENGINEERING	United States	4,529,119	May 13, 2014

SCHEDULE C
SECURE PATENTS

Patents

Title	Jurisdiction	Patent #	Issue Date
Receive Attenuation System for Trainline Communication Networks	United States	9,270,335	February 23, 2016
Train Communication Network	United States	9,560,139	January 31, 2017
Train Communication Network	United States	9,744,979	August 29, 2017
Trainline Network Access Point for Parallel Communication	United States	9,688,295	June 27, 2017
Receive Attenuation System for a Locomotive Consist	United States	9,150,227	October 6, 2015
System and Method for Determining Communication Paths in a Trainline Communication Network	United States	9,073,560	July 7, 2015
Selective Routing of Communications in Locomotive Consist	United States	9,001,683	April 7, 2015
Transmission Spectrum Selection for Locomotive Consist Communications	United States	9,019,918	April 28, 2015
Multiple Line Communications for Locomotive Consist	United States	8,976,678	March 10, 2015
Reliable Data Transfer for Locomotive Consist Communications	United States	9,071,338	June 30, 2015
Temperature Control System for Transmitter Chip	United States	9,588,556	March 7, 2017
Data Communication Systems and Methods for Locomotive Consists	United States	9,078,256	June 7, 2015

Patent Applications

Title	Jurisdiction	Application/ Publication Number	Publication/Filing Date
Train Communication Network	United States	Publ. No. US20150291190 U.S. Pat. Appl. 14/250,641	Publ.: October 15, 2015 Filing: April 11, 2014

SCHEDULE D
TACTICAL PATENT

Title	Jurisdiction	Patent Number	Issue Date
Universal Through Sight Camera System for Army Tactical Vehicles	United States	7,377,704	May 27, 2008