

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM488331

<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>
American Science and Engineering, Inc.		08/31/2018	Corporation: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rapiscan Holdings, Inc.		
<b>Street Address:</b>	12525 Chadron Avenue		
<b>City:</b>	Hawthorne		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90250		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4206336	GEMINI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124643111		
<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>	312-464-3100		
<b>Email:</b>	chicagopto@loeb.com		
<b>Correspondent Name:</b>	Douglas N. Masters c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	321 N. Clark Street, Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>NAME OF SUBMITTER:</b>	Douglas N. Masters		
<b>SIGNATURE:</b>	/Douglas N. Masters/		
<b>DATE SIGNED:</b>	08/31/2018		
<b>Total Attachments: 2</b>			
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OP \$40.00 4206336

**TRADEMARK ASSIGNMENT**

This Trademark Assignment (the "Assignment") is effective as of August 31, 2018 by and between American Science and Engineering, Inc. ("Assignor"), a Massachusetts corporation, having a place of business at 829 Middlesex Turnpike, Billerica, MA 01821 U.S.A. and Rapiscan Holdings, Inc. ("Assignee"), a Delaware corporation, having a place of business at 12525 Chadron Avenue, Hawthorne, California 90250 U.S.A.

**WHEREAS**, Assignor owns all the right, title and interest in and to the trademark shown in the attached schedule ("Exhibit A"), and any common law rights related to the trademark ("Trademark"), together with the goodwill symbolized by and associated with the Trademark, including but not limited to the trademark registration listed in Exhibit A;

**WHEREAS**, Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademark, and any common law rights related to the Trademark, together with the goodwill symbolized by and associated with the Trademark, including but not limited to the trademark registration listed in Exhibit A;

**WHEREAS**, Assignor desires to assign to Assignee all of its right, title and interest in and to the Trademark, and any common laws rights related to the Trademark, together with the goodwill symbolized by and associated with the Trademark, including but not limited to the trademark registration listed in Exhibit A.

**NOW, THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Trademark, including but not limited to the right to pursue legal actions against third parties for past infringement of Assignor's rights in the Trademark and related damages, and any common laws rights related to the Trademark, together with the goodwill symbolized by and associated with the Trademark, including but not limited to the trademark registration listed in Exhibit A.

**ASSIGNOR:**

**American Science and Engineering, Inc.**

By: 

Print name: Steven P. Cormey

Print Title: Secretary

**EXHIBIT A**  
**TRADEMARKS**

	<b>Mark</b>	<b>Country</b>	<b>Reg. No.</b>
1.	GEMINI	USA	4206336