

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490821

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	MERGER
<b>EFFECTIVE DATE:</b>	09/30/2016

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Intific, Inc.		09/30/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Cubic Defense Applications, Inc.
<b>Street Address:</b>	9333 Balboa Avenue
<b>City:</b>	San Diego
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92123
<b>Entity Type:</b>	Corporation: CALIFORNIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	4326920	INTIFIC
Registration Number:	4797948	KÁDDEO
Registration Number:	4689362	NEUROBRIDGE
Serial Number:	86829641	NEUROBRIDGE
Registration Number:	3632388	SIMULATIONS WITHOUT PROGRAMMERS
Registration Number:	4771581	SPACE DOC
Registration Number:	4691379	SPACEFORCE

## CORRESPONDENCE DATA

Fax Number: 6196853188

*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.*

Phone: 619-685-3055

Email: usdocketing@scmv.com

Correspondent Name: Seltzer Caplan McMahon Vitek

Address Line 1: 750 B Street, Suite 2100

Address Line 4: San Diego, CALIFORNIA 92101

<b>NAME OF SUBMITTER:</b>	E Jenkins
<b>SIGNATURE:</b>	/EJJ/

OP \$190.00 4326920

**DATE SIGNED:**

09/20/2018

**Total Attachments: 18**

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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES:

"INTIFIC, INC.", A DELAWARE CORPORATION,

WITH AND INTO "CUBIC DEFENSE APPLICATIONS, INC." UNDER THE NAME OF "CUBIC DEFENSE APPLICATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF CALIFORNIA, AS RECEIVED AND FILED IN THIS OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2016, AT 8:06 O`CLOCK A.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

6168098 8100M  
SR# 20166009392

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

Authentication: 203086522  
Date: 09-30-16

TRADEMARK  
REEL: 006442 FRAME: 0003

## AGREEMENT OF MERGER

**AGREEMENT OF MERGER**, dated as of September 30, 2016 (this "Agreement"), between Cubic Defense Applications, Inc., a California corporation ("CDA"), and Intific, Inc., a Delaware corporation ("Intific").

### WITNESSETH:

**WHEREAS**, CDA is a corporation organized and existing under the laws of the State of California, authorized to issue one class of stock, consisting of 100,000 shares of common stock, no par value, of which the total number of issued and outstanding shares of common stock is 27,000 shares;

**WHEREAS**, Intific is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 1,000 shares of common stock, no par value, of which the total number of issued and outstanding shares of common stock is 1,000 shares;

**WHEREAS**, Cubic Corporation, a Delaware corporation, owns 100% of the issued and outstanding shares of capital stock of CDA and Intific;

**WHEREAS**, CDA desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of Intific by means of a merger of Intific with and into CDA;

**WHEREAS**, Section 1108 of the California Corporations Code (the "CCC") and Section 252 of the Delaware General Corporation Law (the "DGCL") authorize the merger of a Delaware corporation with and into a California Corporation;

**WHEREAS**, Intific now desires to merge with and into CDA (the "Merger"), following which CDA shall be the surviving corporation;

**WHEREAS**, the Board of Directors of each of CDA and Intific has authorized, adopted and approved this Agreement and the consummation of the Merger; and

**WHEREAS**, Cubic Corporation, as the sole stockholder of each of CDA and Intific has authorized, adopted and approved this Agreement and the consummation of the Merger.

**NOW THEREFORE**, the parties hereto agree as follows:

## ARTICLE I.

### THE MERGER

#### Section 1.01. The Merger.

(a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the parties hereto shall determine, Intific shall merge with and into CDA, upon which CDA shall be the surviving corporation and shall (i) file this Agreement with the Secretary of State of California and (ii) make all other filings or recordings required by the States of California and Delaware or any other jurisdiction in connection with the Merger. The Merger shall become effective on September 30, 2016 or as otherwise prescribed by law (the "Effective Date").

(b) On the Effective Date, Intific shall be merged with and into CDA, whereupon the separate existence of Intific shall cease, and CDA shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 1108 of the CCC and Section 252 of the DGCL.

#### Section 1.02. Cancellation of Stock; Continuation of Capital Stock of Surviving Corporation.

(a) The issued and outstanding shares of capital stock of Intific shall not be converted or exchanged in any manner, and each such share as of the Effective Date shall be cancelled and extinguished for no consideration.

(b) The issued and outstanding shares of capital stock of CDA shall not be converted, exchanged or affected in any manner, and each such share which is issued and outstanding as of the Effective Date shall continue to represent one (1) issued share of the Surviving Corporation.

## ARTICLE II.

### THE SURVIVING ENTITY

#### Section 2.01. Articles of Incorporation and Bylaws.

The Articles of Incorporation and Bylaws of CDA in effect as of the Effective Date are not amended by the Merger and shall continue to be the Articles of Incorporation and Bylaws of the Surviving Corporation unless and until amended in accordance with their terms and applicable law.

Section 2.02. Officers.

The individuals serving as officers of CDA immediately prior to the Merger will continue to serve as officers of the Surviving Corporation upon the effectiveness of the Merger, with such persons having the same title at the Surviving Corporation as such persons had at CDA.

**ARTICLE III.**

**TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES**

Section 3.01. Transfer, Conveyance and Assumption.

Upon the Effective Date, CDA shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of Intific, and all of the assets and property of whatever kind and character of Intific shall vest in CDA without further act or deed; thereafter CDA, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of Intific, and any claim or judgment against Intific may be enforced against CDA, as the Surviving Corporation, in accordance with Section 1107 of the CCC and Section 252 of the DGCL.

Section 3.02. Further Assurances.

If at any time CDA shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in CDA the title to any property or right of Intific, or otherwise carry out the provisions hereof, the proper representatives of Intific, as of the Effective Date, shall from time to time, as and when requested by CDA, execute and deliver any and all proper deeds, assignments, documents, instruments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving Corporation, and otherwise to evidence and carry out the Merger and the provisions hereof. CDA shall keep a copy of this Agreement on file at its principal place of business at the address set forth in Section 5.06 below and shall furnish a copy of this Agreement, on request and without cost, to any stockholder of CDA or Intific.

**ARTICLE IV.**

**TERMINATION**

Section 4.01. Termination.

This Agreement may be terminated and the proposed Merger may be abandoned at any time prior to the Effective Date.

Section 4.02. Effect of Termination.

If this Agreement is terminated pursuant to Section 4.01, this Agreement shall become void and of no effect with no liability on the part of any party hereto.

**ARTICLE V.**

**MISCELLANEOUS**

Section 5.01. Amendment; Waiver.

Any provision of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Date by an amendment or waiver signed by duly authorized representatives of the parties hereto.

Section 5.02. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 5.03. Reorganization; Liquidation.

This Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), or as a plan of liquidation pursuant to Section 332 of the Code.

Section 5.04. Governing Law.

This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to principles of conflicts of law.

Section 5.05. Counterparts; Effectiveness.

This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when signed by each of the parties hereto.

Section 5.06. Service of Process.

The Surviving Corporation agrees that it may be served with process in the State of Delaware in any proceeding for enforcement of any obligation of the Surviving Corporation arising from the Merger, including any suit or other proceeding to enforce the rights of any stockholders as determined in appraisal proceedings pursuant to the provisions of Section 262 of

the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State of Delaware shall mail any such process to the Surviving Corporation at:


Cubic Defense Applications, Inc.  
9333 Balboa Avenue  
San Diego, California 92123

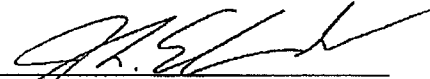
*[Signature page follows]*




IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

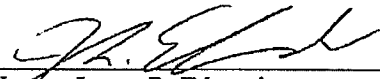
**CUBIC DEFENSE APPLICATIONS, INC.**

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

**INTIFIC, INC.**

By:   
Name: Peter A. Bonanni  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

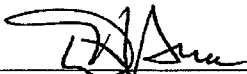
**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

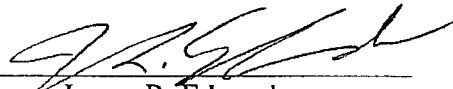
David H. Buss and James R. Edwards certify that:

1. They are the President and the Secretary, respectively, of Cubic Defense Applications, Inc., a California corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole shareholder of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 27,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2016

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary


**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

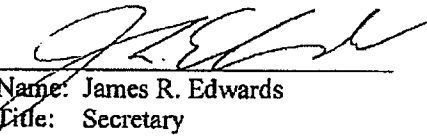
Peter A. Bonanni and James R. Edwards certify that:

1. They are the President and the Secretary, respectively, of Intific, Inc., a Delaware corporation (the "Corporation").
2. The Agreement of Merger in the form attached was duly approved by the Board of Directors and the sole shareholder of the Corporation by a vote that equaled or exceeded the vote required.
3. The shareholder approval was by the holder of 100% of the outstanding shares of the Corporation.
4. There is only one class of shares and the number of shares outstanding entitled to vote on the merger is 1,000.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2016

By:   
Name: Peter A. Bonanni  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

A0789106

140552/smw

FILED  
Secretary of State  
State of California

*LB*

SEP 30 2016

*lee*

AGREEMENT OF MERGER

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WHEREAS, Intific is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 1,000 shares of common stock, no par value, of which the total number of issued and outstanding shares of common stock is 1,000 shares;

WHEREAS, Cubic Corporation, a Delaware corporation, owns 100% of the issued and outstanding shares of capital stock of CDA and Intific;

WHEREAS, CDA desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of Intific by means of a merger of Intific with and into CDA;

WHEREAS, Section 1108 of the California Corporations Code (the "CCC") and Section 252 of the Delaware General Corporation Law (the "DGCL") authorize the merger of a Delaware corporation with and into a California Corporation;

WHEREAS, Intific now desires to merge with and into CDA (the "Merger"), following which CDA shall be the surviving corporation;

WHEREAS, the Board of Directors of each of CDA and Intific has authorized, adopted and approved this Agreement and the consummation of the Merger; and

WHEREAS, Cubic Corporation, as the sole stockholder of each of CDA and Intific has authorized, adopted and approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto agree as follows:

**ARTICLE I.****THE MERGER**Section 1.01. The Merger.

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**ARTICLE II.****THE SURVIVING ENTITY**Section 2.01. Articles of Incorporation and Bylaws.

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**ARTICLE IV.**

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Section 4.01. Termination.

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ARTICLE V.

MISCELLANEOUS

Section 5.01. Amendment; Waiver.

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Section 5.02. Successors and Assigns.

The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

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This Agreement is intended as a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), or as a plan of liquidation pursuant to Section 332 of the Code.

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This Agreement shall be construed in accordance with and governed by the laws of the State of California, without giving effect to principles of conflicts of law.

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the DGCL, and irrevocably appoints the Secretary of State of Delaware as its agent to accept services of process in any such suit or proceeding. The Secretary of State of Delaware shall mail any such process to the Surviving Corporation at:


Cubic Defense Applications, Inc.  
9333 Balboa Avenue  
San Diego, California 92123

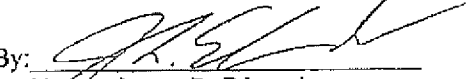
*[Signature page follows]*



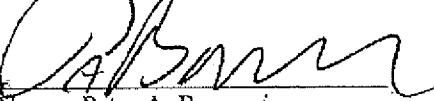
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

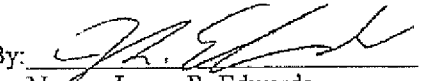
**CUBIC DEFENSE APPLICATIONS, INC.**

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

**INTIFIC, INC.**

By:   
Name: Peter A. Bonanni  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary


**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**


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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2016

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

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We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: September 30, 2016

By: 

Name: Peter A. Bonanni

Title: President

By: 

Name: James R. Edwards

Title: Secretary

US-DOCS706604703



I hereby certify that the foregoing  
transcript of 2 page(s)  
is a full, true and correct copy of the  
original record in the custody of the  
California Secretary of State's office.

SEP 30 2016

Date: \_\_\_\_\_

ALEX PADILLA, Secretary of State

**TRADEMARK**

**REEL: 006442 FRAME: 0020**

**RECORDED: 09/20/2018**