

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM504823

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Dynamics Information Technology, Inc.		01/04/2019	Corporation: VIRGINIA
RECEIVING PARTY DATA			
Name:	FifthTheory, LLC		
Street Address:	1220 N. Hoyne Avenue		
Internal Address:	Level B		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60622		
Entity Type:	Limited Liability Company: ILLINOIS		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	1911371	BBSB	
Registration Number:	1911370	EPI	
Registration Number:	1910041	ESI	
Registration Number:	3822915	KESM	
Registration Number:	1910042	LEAI	
Registration Number:	1910044	MRP	
Registration Number:	1910048	OSAB	
Registration Number:	4630640	PS4	
Registration Number:	3087573	PSI	
Registration Number:	1316202	PSI	
Registration Number:	1910043	RMAI	
Registration Number:	1911367	SEAI	
Registration Number:	4000780	THE REID REPORT	
Registration Number:	1910049	TMAI	
CORRESPONDENCE DATA			
Fax Number:	2022987570		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-625-3575
Email: kattendctm@kattenlaw.com
Correspondent Name: Michael Justus - Katten Muchin Rosenman
Address Line 1: 2900 K Street, N.W.
Address Line 2: North Tower, Suite 200
Address Line 4: Washington, D.C. 20007-5118

ATTORNEY DOCKET NUMBER:	320001-00102
NAME OF SUBMITTER:	Michael R. Justus
SIGNATURE:	/Michael R. Justus/
DATE SIGNED:	01/07/2019

Total Attachments: 4

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TRADEMARK ASSIGNMENT AGREEMENT

This **TRADEMARK ASSIGNMENT AGREEMENT** (the "Assignment") is entered into by and between General Dynamics Information Technology, Inc., a Virginia corporation ("Assignor"), and FifthTheory, LLC, an Illinois limited liability company ("Assignee") (each, a "Party" and collectively, the "Parties").

WHEREAS, the Parties entered into an *Intellectual Property License and Assignment Agreement* effective August 1, 2018 (the "IP Transfer Agreement"), by which the Parties agreed that Assignor would assign all of its right, title and interest in and to certain assets including the trademarks listed in Schedule A (the "Assigned Marks") to Assignee;

WHEREAS, the Parties wish to carry out the intent of the IP Transfer Agreement by execution of this Assignment;

NOW, THEREFORE, for good and valuable consideration, including as listed in the IP Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Conveyance. Effective as of December 31, 2018, and subject to the terms of the IP Transfer Agreement, 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.

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 the 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.

3. 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 the Parties or their respective affiliates under the IP Transfer Agreement.

4. 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.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state of Illinois, USA.

6. Authority; 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 one or more electronically transmitted counterparts, each of which when executed shall be deemed an original instrument and all of which taken together shall constitute one and the same agreement.

IN WITNESS THEREOF, the undersigned have caused this Assignment to be executed as of the dates listed below.

<u>ASSIGNOR</u>	<u>ASSIGNEE</u>
General Dynamics Information Technology, Inc.	FifthTheory, LLC
By: <u>Donald P. Coe</u>	By: <u>Andre J. Allen</u>
Name: <u>Donald P Coe</u>	Name: <u>Andre Allen</u>
Title: <u>Associate General Counsel</u>	Title: <u>EVP, Operations & Technology</u>
Date: <u>1/4/19</u>	Date: <u>01/04/2019</u>

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT

Country	Mark	Registration No.
USA	BBSB	1911371
USA	EPI	1911370
USA	ESI	1910041
USA	KESM	3822915
USA	LEAI	1910042
USA	MRP	1910044
USA	OSAB	1910048
USA	PS4	4630640
USA	PSI	3087573
USA	PSI	1316202
USA	RMAI	1910043
USA	SEAI	1911367
USA	THE REID REPORT	4000780

Country	Mark	Registration No.
USA	TMAI	1910049
Canada	REID	TMA431674
Mexico	REID	449485