

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM550025

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	12/23/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cubic Global Tracking Solutions, LLC		12/18/2015	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<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		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4436379	MIST	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6197026859		
<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>	6196583055		
<b>Email:</b>	usdocketing@scmv.com		
<b>Correspondent Name:</b>	Seltzer Caplan McMahon Vitek		
<b>Address Line 1:</b>	750 B Street, Suite 2100		
<b>Address Line 4:</b>	San Diego, CALIFORNIA 92101		
<b>NAME OF SUBMITTER:</b>	E Jenkins		
<b>SIGNATURE:</b>	/EJJ/		
<b>DATE SIGNED:</b>	11/19/2019		
<b>Total Attachments: 7</b>			
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Secretary of State  
State of California

DEC 23 2015

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AGREEMENT OF MERGER

AGREEMENT OF MERGER, dated as of December 18, 2015 (this "Agreement"), between Cubic Defense Applications, Inc., a California corporation ("CDA"), and Cubic Global Tracking Solutions, LLC, a Delaware limited liability company ("CGTS").

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, CGTS is a limited liability company organized and existing under the laws of the State of Delaware;

WHEREAS, Cubic Corporation is the sole and managing member of CGTS;

WHEREAS, Cubic Corporation owns 100% of the issued and outstanding shares of capital stock of CDA and 100% of the membership interests of CGTS;

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

WHEREAS, Section 1113 of the California Corporations Code (the "CCC") and Section 18-209 of the Delaware Limited Liability Company Act (the "DLLCA") authorize the merger of a Delaware limited liability company with and into a California corporation, with the California corporation as the surviving entity;

WHEREAS, CDA and CGTS now desire to merge CGTS with and into CDA (the "Merger"), following which CDA shall be the surviving entity;

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

WHEREAS, Cubic Corporation, in its capacity as the sole and managing member of CGTS, has authorized, adopted, approved and declared advisable 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 CGTS and CDA shall determine, CGTS shall merge with and into CDA, upon which CDA shall be the surviving entity and shall file a certificate of merger (the "Certificate of Merger") with the Office of the Secretary of State of the State of California and 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 upon the filing of the Certificate of Merger with the Office of the Secretary of State of the State of California or such later date as may be required by applicable law (the "Effective Date").

(b) On the Effective Date, CGTS shall be merged with and into CDA, whereupon the separate existence of CGTS shall cease, and CDA shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 1113 of the CCC and Section 18-209 of the DLLCA.

Section 1.02. Cancellation of Membership Interests; Continuation of Capital Stock of Surviving Corporation.

(a) The membership interests of CGTS shall not be converted or exchanged in any manner, and all such membership interests 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 CGTS, and all of the assets and property of whatever kind and character of CGTS 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 CGTS, and any claim or judgment against CGTS may be enforced against CDA, as the Surviving Corporation, in accordance with the CCC and DLLCA.

##### 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 CGTS, or otherwise carry out the provisions hereof, the proper representatives of CGTS, 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, desirable 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.

### 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.

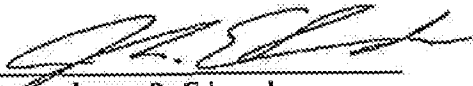
This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when signed by each of the parties hereto.

[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.

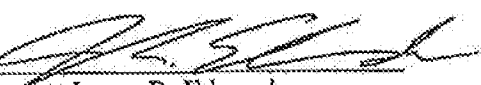
**CUBIC DEFENSE APPLICATIONS, INC.**

By:   
Name: William J. Toti  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary

**CUBIC GLOBAL TRACKING SOLUTIONS, LLC**

**By: Cubic Corporation, its sole and managing member**

By:   
Name: James R. Edwards  
Title: Secretary

[Signature Page to Agreement of Merger]

**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

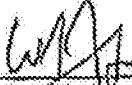
William J. Toti and Angela L. Hartley certify that:

1. They are the President and the Assistant 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.

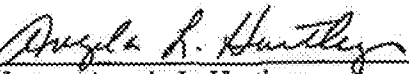
We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: December 18, 2015

By: \_\_\_\_\_

  
Name: William J. Toti  
Title: President

By: \_\_\_\_\_

  
Name: Angela L. Hartley  
Title: Assistant Secretary





**State of California  
Secretary of State**

**Certificate of Merger**

(California Corporations Code sections

1113(g), 3203(g), 6019.1, 8019.1, 8840, 12640.1, 15911.14, 16915(b) and 17710.14)

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**IMPORTANT — Read all instructions before completing this form.**

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1. NAME OF SURVIVING ENTITY Cubic Defense Applications, Inc.	2. TYPE OF ENTITY Corporation	3. CA SECRETARY OF STATE FILE NUMBER C1405521	4. JURISDICTION California
5. NAME OF DISAPPEARING ENTITY Cubic Global Tracking Solutions, LLC	6. TYPE OF ENTITY LLC	7. CA SECRETARY OF STATE FILE NUMBER n/a	8. JURISDICTION Delaware

9. THE PRINCIPAL TERMS OF THE AGREEMENT OF MERGER WERE APPROVED BY A VOTE OF THE NUMBER OF INTERESTS OR SHARES OF EACH CLASS THAT EQUALED OR EXCEEDED THE VOTE REQUIRED. IF A VOTE WAS REQUIRED, SPECIFY THE CLASS AND THE NUMBER OF OUTSTANDING INTERESTS OF EACH CLASS ENTITLED TO VOTE ON THE MERGER AND THE PERCENTAGE VOTE REQUIRED OF EACH CLASS. ATTACH ADDITIONAL PAGES, IF NEEDED.

<u>SURVIVING ENTITY</u>		<u>DISAPPEARING ENTITY</u>	
CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED	CLASS AND NUMBER	AND PERCENTAGE VOTE REQUIRED
Common stock - 27,000 shares outstanding	100%	One member holding 100% of membership interests	100%

10. IF EQUITY SECURITIES OF A PARENT PARTY ARE TO BE ISSUED IN THE MERGER, CHECK THE APPLICABLE STATEMENT.

No vote of the shareholders of the parent party was required.       The required vote of the shareholders of the parent party was obtained.

11. IF THE SURVIVING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, PROVIDE THE REQUISITE CHANGES (IF ANY) TO THE INFORMATION SET FORTH IN THE SURVIVING ENTITY'S ARTICLES OF ORGANIZATION, CERTIFICATE OF LIMITED PARTNERSHIP OR STATEMENT OF PARTNERSHIP AUTHORITY RESULTING FROM THE MERGER. ATTACH ADDITIONAL PAGES, IF NECESSARY.

12. IF A DISAPPEARING ENTITY IS A DOMESTIC LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR PARTNERSHIP, AND THE SURVIVING ENTITY IS NOT A DOMESTIC ENTITY OF THE SAME TYPE, ENTER THE PRINCIPAL ADDRESS OF THE SURVIVING ENTITY.

PRINCIPAL ADDRESS OF SURVIVING ENTITY      CITY AND STATE      ZIP CODE

13. OTHER INFORMATION REQUIRED TO BE STATED IN THE CERTIFICATE OF MERGER BY THE LAWS UNDER WHICH EACH CONSTITUENT OTHER BUSINESS ENTITY IS ORGANIZED. ATTACH ADDITIONAL PAGES, IF NECESSARY.

14. STATUTORY OR OTHER BASIS UNDER WHICH A FOREIGN OTHER BUSINESS ENTITY IS AUTHORIZED TO EFFECT THE MERGER.  
Title 6, Section 18-209 of the Delaware Limited Liability Company Act

15. FUTURE EFFECTIVE DATE, IF ANY  
\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Month)      (Day)      (Year)

16. ADDITIONAL INFORMATION SET FORTH ON ATTACHED PAGES, IF ANY, IS INCORPORATED HEREIN BY THIS REFERENCE AND MADE PART OF THIS CERTIFICATE.

17. I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT OF MY OWN KNOWLEDGE. I DECLARE I AM THE PERSON WHO EXECUTED THIS INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED.

	12/18/15	William Tob, President
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/18/15	James Edwards, Secretary
SIGNATURE OF AUTHORIZED PERSON FOR THE SURVIVING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
	12/18/15	James Edwards, Secretary of Cubic Corporation, Member
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON
SIGNATURE OF AUTHORIZED PERSON FOR THE DISAPPEARING ENTITY	DATE	TYPE OR PRINT NAME AND TITLE OF AUTHORIZED PERSON

For an entity that is a business trust, real estate investment trust or an unincorporated association, set forth the provision of law or other basis for the authority of the person signing: \_\_\_\_\_