TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1   ETAS ID: TM558971
Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
KRONOS TECHNOLOGY SYSTEMS LIMITED		08/29/2019	Limited Partnership: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	IBS SOFTWARE SERVICES FL-LLC
Street Address:	21-05 Grosvenor Business Tower
Internal Address:	TECOM Sector C, Barsha Heights, P.O. Box 500157
City:	Dubai
State/Country:	UNITED ARAB EMIRATES
Entity Type:	Free Zone Limited Liability Company: UNITED ARAB EMIRATES

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	1931365	ALTITUDE
Registration Number:	3570951	ALTITUDE PAIRING
Registration Number:	3570952	ALTITUDE PBS

CORRESPONDENCE DATA

Fax Number: 2026288844
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: 202-624-2500
Email: rswann@crowell.com
Correspondent Name: Crowell & Moring LLP
Address Line 1:   PO Box 14300
Address Line 2:   Intellectual Property Group
Address Line 4:   Washington, D.C. 20044-4300

NAME OF SUBMITTER:	Michael H. Jacobs
SIGNATURE:	/Michael H. Jacobs/
DATE SIGNED:	01/27/2020

Total Attachments: 6
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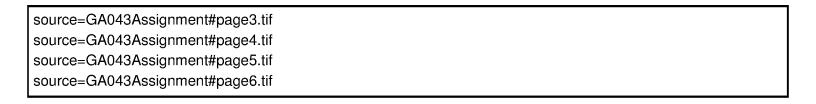source=GA043Assignment#page2.tif

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EXHIBIT 1

IP CONVEYANCE

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "**Assignment**") dated as of the 29th day of August, 2019.

B E T W E E N :

> **KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP**, a partnership formed under the laws of the Commonwealth of Massachusetts
>
> (the "**Seller**")
>
> - and -
>
> **IBS SOFTWARE SERVICES FZ-LLC.,** a company incorporated under the laws of Dubai, United Arab Emirates
>
> (the "**Purchaser**")

RECITALS:

A.   Pursuant to an agreement of purchase and sale, dated May 10, 2019 between Seller and Purchaser (the "**Purchase Agreement**") Purchaser agreed to purchase and Seller agreed to assign to Purchaser all of its estate, right, title, interest, benefit, claim and demand in and to the intellectual property described on Schedule A of Disclosure Schedule to the Purchase Agreement (the "**Intellectual Property**"), including all of Seller's Intellectual Property Rights (as hereinafter defined) thereto;

        NOW THEREFORE in consideration of the premises and mutual agreements hereinafter set out and of other consideration (the receipt and sufficiency of which are acknowledged by each Party), the Parties agree as follows:

1.   **Intellectual Property.** Seller hereby assigns and transfers to Purchaser all of the estate, right, title, interest benefit, claim and demand in and to the Intellectual Property described on Schedule A of Disclosure Schedule of the Purchase Agreement, including all of Seller's Intellectual Property Rights thereto.

2.   **Intellectual Property Rights.** For the purpose of this Assignment, Intellectual and Industrial Property Rights means any and all of the following in any jurisdiction in the world: (a) copyrights (including, but not limited to, moral rights), whether registered or unregistered, and all registrations and applications therefore; (b) trade secrets, inventions (whether patentable or unpatentable), patent disclosures, processes, designs, formulae, know-how, works of authorship (including website content), database rights, data in databases, software, confidential, technical and business information, design, development and research data and information, manufacturing,

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engineering and technical drawings, and product specifications, whether stored in electronic or tangible media, (c) patents, industrial designs and industrial models and applications for the foregoing, and any and all reissues, divisionals, continuations, continuations-in-part, extensions, requests for continued examination, continued prosecution applications and re-examinations relating to any of the foregoing, (d) trademarks, service marks, certification marks, trade names, trade dress, business and product names, logos and slogans, whether registered or unregistered, together with all goodwill associated with any of the foregoing, and all registrations and applications for registration of the foregoing, (e) domain name registrations and Internet Protocol addresses and registrations and applications to register the foregoing, and any email addresses related to the foregoing, and (f) all intellectual property and other proprietary rights or interests in and to (a) – (e) which may exist anywhere in the world.

3.   **Subject to Purchase Agreement**. Notwithstanding anything in this Assignment to the contrary, Purchaser acknowledges and agrees that the only representations and warranties given by Seller with respect to the Intellectual Property are set forth in the Purchase Agreement.

4.   **Further Assurance.** Seller shall, from time to time, and at the request of Purchaser, do all such further acts and things and execute and deliver such further instruments, documents, matters, papers and assurances as may be reasonably requested for more effectual carrying out of the true intent and meaning of this Assignment.

5.   **Enurement.** This Assignment shall be binding upon, and enure to the benefit of the parties hereto and their respective successors and assigns.

6.   **Governing Law.** This Assignment shall be construed, interpreted and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of Massachusetts and the federal laws of the United States applicable therein (excluding any conflict of law rule or principle of such laws that might refer such interpretation or enforcement to the laws of another jurisdiction).

[signature page follows]

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IN WITNESS WHEREOF this Assignment has been executed by the parties hereto.

KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP, acting through its general partner, KRONOS SECURITY CORPORATION

By:_____

Name: Christopher Todd

Title: President

IBS SOFTWARE SERVICES FZ-LLC.

By:_____

Name: V K Mathews

Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

IN WITNESS WHEREOF this Assignment has been executed by the parties hereto.

KRONOS TECHNOLOGY SYSTEMS LIMITED PARTNERSHIP, acting through its general partner, KRONOS SECURITY CORPORATION

By: _____
    Name: Christopher Todd
    Title: President

IBS SOFTWARE SERVICES FZ-LLC.

By: _____
    Name: V K Mathews
    Title: Director

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY ASSIGNMENT]

Schedule "A"

Description of Intellectual Property

A. **AD OPT Software**

1. **AD OPT Software currently licensed to clients**

   Altitude Insight – This solution contains the functionalities required for an airline to perform long term manpower planning activities (may also be referred to as Altitude MPP).

   Altitude Pairing – The solution provides an airline with ability to generate crew rotations based on their flight schedule, operational requirements and applicable regulations.

   Altitude Rostering – The solution provides the ability for an airline to generate crew schedules. Depending on style of rostering practiced in an airline, the solution may be referred to as Altitude PBS (preferential bidding system), CRS (crew rostering system) or BLISS (bidline scheduling system). The solution also comes packaged with a crew interface which can be used by crew to provide their scheduling preferences.

2. **Additional AD OPT Software (which are either part of the above AD OPT Software or which are used internally by AD OPT as optimization and similar tools):**

   GENCOL which include the following components:

   (a) MP: mathematical programming data management (the support for LP)

   (b) MPS: a numerical solver abstraction linking MP to a specific numerical solver

   (c) MDDC: vector dominance algorithms for use in SPPRC

   (d) SPP: column generation (LP level), with network-related data structures and the SPPRC algorithm

   (e) BB: a generic branch-and-bound algorithm, with support for parallelism

   (f) SBB: branch-and-bound for column generation

   SEQGEN (other academic version referred to as NETGEN)

   UTIL

   GCM

   ALTCPLEX: backend of MPS calling CPLEX

   ALTGUROBI: backend of MPS calling Gurobi

   SVM: scripting engine on top of UTIL, MP and MPS

   SOM: in-memory database (object manager) with calculated values

B. **AD OPT Trademarks**

Trademark	Reg. Number	Country of Registration
ALTITUDE	TMA541,222	Canada
ALTITUDE	1,931,365	United States of America
ALTITUDE DREAM	TMA769,894	Canada
ALTITUDE PAIRING	TMA769,899	Canada
ALTITUDE PAIRING	3,570,951	United States of America
ALTITUDE PBS	TMA769,895	Canada
ALTITUDE PBS	3,570,952	United States of America

C. **Patents**

None.

D. **Copyrights**

The company has no registered copyrights, but has an unregistered copyright in the Ad Opt Software listed above.

E. **Domain Name**

http://www.ad-opt.com/