

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM579470

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tekmark Global Solutions, LLC		04/23/2020	Limited Liability Company: NEW JERSEY
Knowledge Solutions, LLC		04/23/2020	Limited Liability Company: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Orion Systems Integrators, LLC		
Street Address:	3759 US Hwy 1 South		
City:	Monmouth Junction		
State/Country:	NEW JERSEY		
Postal Code:	08852		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3351992	K KNOWLEDGE SOLUTIONS	
Registration Number:	3060373	PREVISOR	
Registration Number:	2245755	TEKMARK	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com, LAllen@perkinscoie.com, kbaird@perkinscoie.com		
Correspondent Name:	Lindsay B. Allen, Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	133158.0008		
NAME OF SUBMITTER:	Lindsay B. Allen		
SIGNATURE:	/Lindsay B. Allen/		
DATE SIGNED:	06/03/2020		

CH \$90.00 3351992

Total Attachments: 5

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ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

This ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS (the “*Assignment*”) is made and entered into on this 23rd day of April, 2020 (the “*Effective Date*”), by and among Tekmark Global Solutions, LLC and Knowledge Solutions, LLC (each an “*Assignor*” and collectively the “*Assignors*”) on the one hand, and Orion Systems Integrators, LLC, a Delaware limited liability company (“*Assignee*”), on the other hand.

WHEREAS, Assignors, Assignee, Guy DelGrande and Tracey DelGrande have entered into that certain Asset Purchase Agreement of even date herewith (the “*Purchase Agreement*”), pursuant to which Assignor has agreed to sell and transfer to Assignee certain Intellectual Property;

WHEREAS, it is a condition to the execution of the Purchase Agreement, and the consummation of the transactions contemplated therein, that Assignor agreed to enter into this Assignment;

WHEREAS, Assignor owns the entire right, title and interest in and to the unregistered mark listed on Schedule A, attached hereto and made a part hereof (hereinafter the “*Marks*”);

WHEREAS, Assignor owns the entire right, title and interest in and to the registered copyrights listed on Schedule B, attached hereto and made a part hereof (hereinafter the “*Copyrights*”);

WHEREAS, the Assignor has registered the domain names on Schedule C, attached hereto and made a part hereof (hereinafter the “*Domain Names*”) and pursuant to the Purchase Agreement is transferring and assigning its entire right, title and interest in the Domain Names to Assignor;

WHEREAS, Assignee, as a consequence of the Purchase Agreement, is entitled to take any action necessary to obtain, exercise and enjoy the entire right, title and interest in and to the Marks, Copyrights and the Domain Names (collectively, the “*Intellectual Property*”).

NOW, THEREFORE, for good and valuable consideration and in consideration of the foregoing recitals and the covenants and promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby irrevocably sells, transfers and assigns to Assignee all or its entire right, title and interest in and to Assignor’s Intellectual Property (as defined in the Purchase Agreement) that was assigned to Assignee under the Purchase Agreement, including, without limitation, those items set forth on Schedules A and B attached hereto, (collectively, the “*Assigned IP*”). Assignor hereby authorizes Assignee, its successors and assigns, to the fullest extent permitted by applicable law, to file in its own name applications for trademarks, service marks and copyright registrations or recordations in the United States and in foreign countries in connection with the Assigned IP, and to secure in its own name the trademarks, service marks, and copyright registrations granted thereon. Assignor hereby further authorizes and requests the applicable domain name registrars to reflect Assignee as the assignee and owner of the assigned domain names in records. Assignor agrees to provide all assistance reasonably requested by Assignee in the establishment, registration, preservation and enforcement of Assignee’s rights in and to the Assigned IP at the sole expense of Assignee.

2. Further Assurances. Assignor agrees that should additional documentation of the assignment or further acts be required to protect, secure, vest, and record good title to the Assigned

IP in Assignee, Assignor will, without further consideration, promptly provide or execute such other documents or take such further acts as may be reasonably necessary upon Assignee's reasonable request. Such cooperation will include, without limitation, prompt production of pertinent facts and documents, giving of testimony, executing of assignments, petitions, oaths, specifications, declarations, or other papers, and other assistance: (i) for obtaining, perfecting and maintaining in Assignee or its assignees or successors the right, title, and interest herein conveyed; (ii) for complying with any duty of disclosure to the United States Patent and Trademark Office or similar authority in any other jurisdiction; (iii) for prosecuting any applications included in the Assigned IP; (iv) for filing and prosecuting substitute, divisional, continuing, or additional applications covering revival or reissue of the Assigned IP; (v) for interference or other priority proceedings involving the Assigned IP; and (vi) for legal proceedings involving the Assigned IP, any applications therefor, and any patents, copyrights, or trademarks granted thereon, including opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, litigation discovery obligations or requests, infringement actions, and court actions. The reasonable costs of actions taken at Assignee's request shall be paid by Assignee.

3. Miscellaneous. Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to such terms in the Purchase Agreement. This Assignment may be executed in one or more counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same Assignment. This Assignment will be governed by the internal laws of the State of New Jersey, irrespective of conflicts of law principles. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and such provision will be reformed in a manner to effectuate the original intent of the parties as closely as possible and remain enforceable. If such reformation is not possible in a manner that is enforceable, then such term will be severed from the remaining terms, and the remaining terms will remain in effect. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that right or as a waiver of any other right. This Assignment may only be amended, modified and supplemented by written agreement of the parties hereto. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. Nothing contained in this Assignment shall be deemed to supersede, modify, limit or amend any of the rights, duties or obligations of the Seller, Owners or the Purchaser under the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.


[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

TEKMARK GLOBAL SOLUTIONS, LLC

Date: April 23, 2020

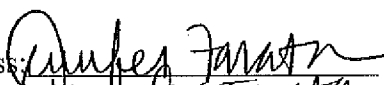
By: 
Name: Guy DelGrande
Title: President and Chief Executive Officer

Witness: 
Name: Jennifer Farata
Address: Tekmark
100 Metroplex Dr, Edison NJ 08817

KNOWLEDGE SOLUTIONS, LLC

Date: April 23, 2020

By: 
Name: Guy DelGrande
Title: President

Witness: 
Name: Jennifer Farata
Address: Tekmark
100 Metroplex Dr, Edison NJ 08817

AND the Assignee hereby accepts this assignment.

ORION SYSTEMS INTEGRATORS, LLC

Date: _____

By: _____
Name: _____
Title: _____

Witness: _____
Name: _____
Address: _____

IN WITNESS WHEREOF, Assignor hereunto is authorized and intends to be legally bound.

TEKMARK GLOBAL SOLUTIONS, LLC

Date: _____

By: _____

Name: Guy DelGrande

Title: President and Chief Executive Officer

Witness: _____

Name: _____

Address: _____

KNOWLEDGE SOLUTIONS, LLC

Date: _____

By: _____

Name: Guy DelGrande

Title: President

Witness: _____

Name: _____

Address: _____

AND the Assignee hereby accepts this assignment.

ORION SYSTEMS INTEGRATORS, LLC

Date: _____

By: Rajesh Patil

Name: Rajesh Patil

Title: President & Chief Executive Officer

Witness: _____


Name: Jeffrey Robinson

Address: 333 Thornell St

Edison, NJ 08837

Signature Page to IP Assignment Agreement

SCHEDULE A

Trademark	Country	App. No. App. Date	Reg. No. Reg. Date	Goods/Services
 K KNOWLEDGE SOLUTIONS	United States	App 78675385 App 21-JUL-2005	Reg 3351992 Reg 11-DEC-2007	INT. CL. 35 BUSINESS CONSULTATION SERVICES RELATING TO CORPORATE INFORMATION MANAGEMENT
PREVISOR	United States	App 78580098 App 04-MAR-2005	Reg 3060373 Reg 21-FEB-2006	INT. CL. 9 SOFTWARE PROGRAM THAT ALLOWS NETWORK LEVEL FAULT AND PERFORMANCE MANAGEMENT FOR TELECOMMUNICATIONS SYSTEMS, ENABLING TELECOMMUNICATIONS SERVICE PROVIDERS TO MONITOR, DIAGNOSE AND CORRECT FAULTS AND TRAFFIC CONGESTION IN TELECOMMUNICATIONS NETWORKS
TEKMARK	United States	App 75416521 App 12-JAN-1998	Reg 2245755 Reg 18-MAY-1999	INT. CL. 42 TECHNICAL CONSULTING IN THE FIELD OF COMPUTER SOFTWARE DEVELOPMENT AND SYSTEMS IMPLEMENTATION
PREVISOR	Canada	App 1257359 App 11-MAY-2005	Reg TMA687765 Reg 15-MAY-2007	(1) Software program that allows network level fault and performance management for telecommunications systems, enabling telecommunications service providers to monitor, diagnose and correct faults and traffic congestion in telecommunications networks.