

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM592658

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	06/06/2018		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cubic Simulation Systems, Inc.		06/06/2018	Corporation: 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: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3287088	PRISIM	
<b>Registration Number:</b>	3435096	PRISIM SUITE	
<b>Registration Number:</b>	3034994	SHOOTBACK	
<b>Registration Number:</b>	3751722	QUICKRANGE	
<b>Registration Number:</b>	2734184	QUICKRANGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6197026813		
<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>	6196853055		
<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>	08/18/2020		

OP \$140.00 3287088

**Total Attachments: 18**

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Secretary of State  
State of California

JUN 14 2018  
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AGREEMENT OF MERGER

**AGREEMENT OF MERGER**, dated as of June 6, 2018 (this "Agreement"), between Cubic Defense Applications, Inc., a California corporation ("CDA"), and Cubic Simulation Systems, Inc., a Delaware corporation ("CSSI").

**WITNESSETH:**

**WHEREAS**, CDA is a corporation organized and existing under the laws of the State of California, authorized to issue two classes of stock, consisting of 100,000 shares of common stock, no par value, and 40,000 shares of Series A preferred stock, no par value, of which the total number of issued and outstanding shares are 27,000 shares of common stock, and no shares of Series A preferred, respectively;

**WHEREAS**, CSSI is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 100 shares of common stock, par value \$0.001 per share, of which the total number of issued and outstanding shares of common stock is 100 shares;

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

**WHEREAS**, CDA and CSSI entered into an Agreement and Plan of Reorganization dated September 30, 2016 (the "Reorganization Agreement"), pursuant to which CSSI transferred and assigned to CDA, and CDA accepted from the Company, certain assets of CSSI and CDA agreed to assume certain liabilities of CSSI;

**WHEREAS**, in accordance with the Reorganization Agreement, CDA now desires to acquire the remaining properties and other assets, and to assume all of the remaining liabilities and obligations, of CSSI by means of a merger of CSSI 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**, CSSI 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 CSSI 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 CSSI 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, CSSI 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 the date of filing or as otherwise prescribed by law (the "Effective Date").

(b) On the Effective Date, CSSI shall be merged with and into CDA, whereupon the separate existence of CSSI 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 CSSI 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 CSSI, and all of the assets and property of whatever kind and character of CSSI 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 CSSI, and any claim or judgment against CSSI 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 CSSI, or otherwise carry out the provisions hereof, the proper representatives of CSSI, 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 CSSI.

### 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 part of a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), or 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.

A0814240

9333 Balboa Avenue  
San Diego, California 92123

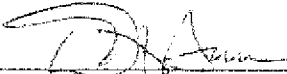
*[Signature page follows]*

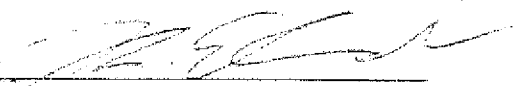
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**TRADEMARK**  
**REEL: 007027 FRAME: 0087**


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

CUBIC SIMULATION SYSTEMS, INC.

By:   
Name: David H. Buss  
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 outstanding and the number of shares of Common stock entitled to vote on the merger is 27,000. There are no outstanding shares of Series A Preferred Stock.

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: June 6, 2018

By: 

Name: David H. Buss  
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 Simulation Systems, 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 100.

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: June 6, 2018

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

Name: David H. Buss

Title: President

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

Name: James R. Edwards

Title: Secretary



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

JUN 15 2018

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

ALEX PADILLA, Secretary of State

**TRADEMARK**

**REEL: 007027 FRAME: 0091**

# 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:

"CUBIC SIMULATION SYSTEMS, 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 SEVENTH DAY OF JUNE, A.D. 2018, AT 5:50 O`CLOCK P.M.

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



  
Jeffrey W. Bullock, Secretary of State

6922047 8100M  
SR# 20185037642

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

Authentication: 202886199  
Date: 06-14-18

TRADEMARK  
REEL: 007027 FRAME: 0092

**AGREEMENT OF MERGER**

SR 20185037642 - File Number 710521

**AGREEMENT OF MERGER**, dated as of June 6, 2018 (this "Agreement"), between Cubic Defense Applications, Inc., a California corporation ("CDA"), and Cubic Simulation Systems, Inc., a Delaware corporation ("CSSI").

**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**, CSSI is a corporation organized and existing under the laws of the State of Delaware, authorized to issue one class of stock, consisting of 100 shares of common stock, par value \$0.001 per share, of which the total number of issued and outstanding shares of common stock is 100 shares;

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

**WHEREAS**, CDA and CSSI entered into an Agreement and Plan of Reorganization dated September 30, 2016 (the "Reorganization Agreement"), pursuant to which CSSI transferred and assigned to CDA, and CDA accepted from the Company, certain assets of CSSI and CDA agreed to assume certain liabilities of CSSI;

**WHEREAS**, in accordance with the Reorganization Agreement, CDA now desires to acquire the remaining properties and other assets, and to assume all of the remaining liabilities and obligations, of CSSI by means of a merger of CSSI 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**, CSSI 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 CSSI 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 CSSI 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, CSSI 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 the date of filing or as otherwise prescribed by law (the "Effective Date").

(b) On the Effective Date, CSSI shall be merged with and into CDA, whereupon the separate existence of CSSI 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 CSSI 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 CSSI, and all of the assets and property of whatever kind and character of CSSI 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 CSSI, and any claim or judgment against CSSI 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 CSSI, or otherwise carry out the provisions hereof, the proper representatives of CSSI, 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 CSSI.

### 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 part of a plan of reorganization within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended (the "Code"), or 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.

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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.



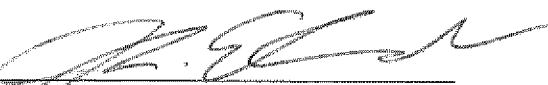
9333 Balboa Avenue  
San Diego, California 92123

*[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

**CUBIC SIMULATION SYSTEMS, INC.**

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary


**CERTIFICATE OF APPROVAL  
OF  
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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: June 6, 2018

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary


**CERTIFICATE OF APPROVAL  
OF  
AGREEMENT OF MERGER**

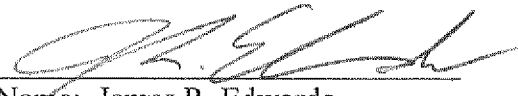
David H. Buss and James R. Edwards certify that:

1. They are the President and the Secretary, respectively, of Cubic Simulation Systems, 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 100.

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: June 6, 2018

By:   
Name: David H. Buss  
Title: President

By:   
Name: James R. Edwards  
Title: Secretary