

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM594756

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nucsafe, Inc.		06/26/2020	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Science and Engineering, Inc.		
<b>Street Address:</b>	829 Middlesex Turnpike		
<b>City:</b>	Billerica		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	01821		
<b>Entity Type:</b>	Corporation: MASSACHUSETTS		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3669788	GUARDIAN DEFENDER	
<b>Registration Number:</b>	2702469	NUCSAFE	
<b>Registration Number:</b>	2951543		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3124643111		
<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>	312-464-3100		
<b>Email:</b>	trademarks@loeb.com		
<b>Correspondent Name:</b>	Douglas N. Masters c/o Loeb & Loeb LLP		
<b>Address Line 1:</b>	321 N. Clark Street, Suite 2300		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60654		
<b>ATTORNEY DOCKET NUMBER:</b>	205264-10271		
<b>NAME OF SUBMITTER:</b>	Douglas N. Masters		
<b>SIGNATURE:</b>	/Douglas N. Masters/		
<b>DATE SIGNED:</b>	08/28/2020		
<b>Total Attachments: 7</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL)

This INTELLECTUAL PROPERTY ASSIGNMENT (GENERAL) (this “General IP Assignment”) is made as of June 26, 2020 (the “Effective Date”), by and between NuSAFE, Inc., a Delaware corporation, Nuclear Safeguards and Security Systems, LLC, a Tennessee limited liability company and a wholly owned subsidiary of the Company, and NuSAFE Instruments, Inc., a Kentucky corporation and a wholly owned subsidiary of the Company (collectively, “Assignors”), and American Science and Engineering, Inc., a Massachusetts corporation (the “Assignee”). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of the Effective Date (the “Purchase Agreement”), pursuant to which Assignee has agreed to purchase, and Assignors have agreed to sell, convey, assign, transfer and deliver to Assignee, all of Assignors’ right, title and interest in, to and under certain intellectual property and other assets on the terms and conditions set forth in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to execute and deliver this General IP Assignment by which the Intellectual Property Assets (as defined below) are assigned and conveyed by Assignors to Assignee at the Closing.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, it is hereby agreed that:

1. Definitions.

For the purposes of this Agreement:

“Intellectual Property” means any and all of the following in any jurisdiction throughout the world and all rights in, arising out of, or associated therewith: (a) issued patents and patent applications (whether provisional or non-provisional), including divisionals, continuations, continuations-in-part, substitutions, reissues, reexaminations, renewals, extensions, nationalizations, validations, counterparts (domestic or foreign), or restorations of any of the foregoing (regardless of lapse, expiration or abandonment status), and other Governmental Authority-issued indicia of invention ownership (including certificates of invention, petty patents, and patent utility models) together with industrial designs, registrations, applications for registration, and renewals thereof (“Patents”); (b) trademarks, service marks, brands, certification marks, logos, trade dress, trade names, and other similar indicia of source or origin, together with the goodwill connected with the use of and symbolized by, and all registrations, applications for registration, and renewals of, any of the foregoing (“Trademarks”); (c) copyrights and works of authorship, whether or not copyrightable, and all registrations, applications for registration, and renewals of any of the foregoing (“Copyrights”); (d) internet domain names and social media account or user names (including “handles”), whether or not Trademarks, all associated web addresses, URLs, websites and web pages, social media accounts and pages, and all content and data thereon or relating thereto, whether or not Copyrights; (e) mask works, and all registrations,

applications for registration, and renewals thereof; (f) trade secrets, know-how, inventions (whether or not patentable), discoveries, improvements, technology, business and technical information, databases, data compilations and collections, tools, methods, processes, techniques, and other confidential and proprietary information and all rights therein ("Trade Secrets"); (g) computer programs, operating systems, applications, firmware and other code, including all source code, object code, application programming interfaces, data files, databases, protocols, specifications, and other documentation thereof ("Software"); and (h) all other intellectual or industrial property.

"Intellectual Property Assets" means any and all Intellectual Property owned (in whole or in part) by any Assignor.

## 2. IP Conveyance.

Each Assignor does hereby irrevocably and unconditionally:

(a) sells, transfers, conveys, assigns and delivers to Assignee all of Assignor's right, title and interest in, to and under: (i) all Intellectual Property Assets, including (A) the Patents set forth in Exhibit A hereto and the inventions disclosed therein, including any Patent registrations issuing on any applications contained therein, and all reissues, reexaminations, extensions, continuations, continuations-in-part, continuing prosecution applications, requests for continuing examinations and divisionals of any of the Patents and all foreign and domestic counterparts relating to any of the foregoing, including without limitation, certificates of invention, utility models, and other governmental grants or issuances and any Patents that claim priority from any of the foregoing; (B) the Trademarks set forth in Exhibit B hereto, together with the goodwill associated therewith; (C) the Copyrights set forth in Exhibit C hereto; (D) the domain names set forth in Exhibit D hereto ("Domain Names"); and (E) the Software set forth in Exhibit E hereto; (ii) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, any of the Intellectual Property Assets, including, without limitation, all causes of action and other enforcement rights for (A) damages, (B) injunctive relief, and (C) any other remedies of any kind for past, current and future infringement; and (iii) rights to collect royalties or other payments under or on account of any of the Intellectual Property Assets due or payable on or after the Effective Date, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made;

(b) agrees to waive any "moral" rights with respect to the Intellectual Property Assets, including but not limited to rights of attribution and integrity arising from all or any part of the copyrights included in the Intellectual Property Assets, together with all claims for damages and other remedies asserted on the basis of moral rights, and transfers, conveys and assigns unto Assignee any waivers granted to Assignor of any such moral rights, in each case, to fullest extent permitted by applicable laws; and

(c) agrees to execute applications, assignments, declarations, affidavits, and any other papers as reasonably necessary to perfect Assignee's right, title and interest throughout the world in all Intellectual Property Assets, assigned to Assignee hereunder and, at Assignee's sole expense,

reasonably assist Assignee in perfecting such right, title and interest in Assignee.

3. Transfer of Control of Domain Names; Authorization to Record. Each Assignor agrees to initiate and cooperate with Assignee to complete the transfer process with respect to the Domain Names electronically from such Assignor's account to Assignee's account and servers to the extent reasonably required to transfer ownership and control of the Domain Names, and to execute and deliver such assignment and other documents as the registrar of the Domain Names may reasonably require in order to effectuate the transfer of control and ownership of the Domain Names from such Assignor to Assignee. Each Assignor agrees that this General IP Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file, or like document that may be required in any country for any purpose regarding the subject matter hereof. This General IP Assignment may be submitted to the Uniform Domain-Name Dispute-Resolution Policy, or any similar offices throughout the world, or to any other party, as evidence of Assignee's ownership.

4. Terms of the Purchase Agreement. This General IP Assignment is being delivered pursuant to the Purchase Agreement, and is subject to the representations, warranties, conditions, limitations, covenants and agreements set forth in the Purchase Agreement. Assignors and Assignee acknowledge and agree that the representations, warranties, conditions, limitations, covenants and agreements contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the full extent provided therein. The rights and remedies of Assignors and Assignee under the Purchase Agreement shall not be deemed to be enlarged, modified, or in any way altered by the terms of this General IP Assignment. In the event of any conflict between the terms of the Purchase Agreement and the terms of this General IP Assignment, the terms of the Purchase Agreement shall prevail.

5. Counterparts. This General IP Assignment may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party.

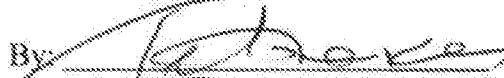
6. Governing Law. This General IP Assignment and all disputes or controversies arising out of or relating to this General IP Assignment or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of Delaware, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of Delaware.

*[Signature Page Follows]*

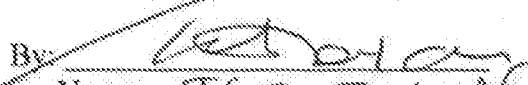
IN WITNESS WHEREOF, Assignors have executed this General IP Assignment as of the date first above written.

Assignors:


NUCSAFE, INC.

By:   
Name: TED DOUKAS  
Title: PRESIDENT

NUCSAFE INSTRUMENTS, INC.

By:   
Name: TED DOUKAS  
Title: PRESIDENT

NUCLEAR SAFEGUARDS AND SECURITY SYSTEMS, LLC

By:   
Name: TED DOUKAS  
Title: PRESIDENT

The Assignee hereby accepts assignment of the Intellectual Property Assets.

**Assignee:**

AMERICAN SCIENCE AND ENGINEERING,  
INC.

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

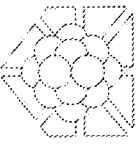


Name: Michael Tropeano

Title: President

Exhibit B to the Intellectual Property Assignment (General)

**TRADEMARKS**

<b>Region</b>	<b>Trademark</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Class</b>	<b>Owner</b>
United States	GUARDIAN DEFENDER	3669788	August 18, 2009	Class 9: Radiation-measuring instruments; Gamma radiation detector for electronic detection of hidden contraband	Nucsafe, Inc.
United States	NUCSAFE	2702469	April 1, 2003	Class 9: radiation detection and monitoring devices	Nucsafe, Inc.
United States	Design Only 	2951543	May 17, 2005	Class 9: Radiation detection and monitoring devices	Nucsafe, Inc.
Australia	NUCSAFE	1283923	February 6, 2009	Class 9: Radiation identification, detection, measuring and monitoring devices; gamma scintillation devices; scatter X-ray imaging products; backscatter radiography systems	Nucsafe, Inc.
China	NUCSAFE	7205174	October 28, 2010	Class 9: Scattering x-ray equipment; backscatter radiography equipment; radiation detector; radiation detector; radiation measuring device; radiation monitor; gamma ray scintillation detector	Nucsafe, Inc.
European Union	NUCSAFE	007599103	October 7, 2009	Class 9: Radiation identification, detection, measuring and monitoring devices; gamma	Nucsafe, Inc.

[Exhibit B to General IP Assignment]



Region	Trademark	Reg. No.	Reg. Date	Class	Owner
(EUTM)				scintillation devices; scatter x-ray imaging products; backscatter radiography systems	
Japan	NUCSAFE	5255397	August 7, 2009	Class 9: Devices for identification, detection, measurement and monitoring of radiation, devices for detecting gamma rays using scintillation (fluorescence emission phenomena), x-ray imaging devices (excluding medical use), nondestructive inspection using x-rays equipment, industrial x-ray machine tools, other electronically-applied machine tools and parts thereof, measuring machinery and equipment	Nucsafe, Inc.

TRADEMARK

REEL: 007036 FRAME: 0793

RECORDED: 08/28/2020

[Exhibit B to General IP Assignment]

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