

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM647434

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	MERGER		
<b>EFFECTIVE DATE:</b>	09/28/2015		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
XD SOLUTIONS, LLC		09/28/2015	Limited Liability Company: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	DTECH LABS, INC.		
<b>Street Address:</b>	22876 Shaw Road		
<b>City:</b>	Sterling		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20166		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3655121	HIGH2LOW	
<b>Registration Number:</b>	3655120	LOW2HIGH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<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>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom LLP		
<b>Address Line 1:</b>	One Manhattan West		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10001-8602		
<b>ATTORNEY DOCKET NUMBER:</b>	110690/53		
<b>NAME OF SUBMITTER:</b>	Kendall Ickes		
<b>SIGNATURE:</b>	/kendall ickes/		
<b>DATE SIGNED:</b>	05/17/2021		
<b>Total Attachments: 9</b>			
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**CERTIFICATE OF MERGER**

**MERGING**

**XD SOLUTIONS, LLC**  
**(a Virginia limited liability company)**

**WITH AND INTO**

**DTECH LABS, INC.**  
**(a Delaware corporation)**

It is hereby certified that:

1. DTECH LABS, INC. ("DTECH") is a corporation organized and existing under the laws of the State of Delaware.

2. XD Solutions, LLC ("XD Solutions") is a limited liability company organized and existing under the laws of the State of Virginia.

3. An Agreement of Merger (the "Merger Agreement"), dated as of September 28, 2015, between DTECH and XD Solutions has been approved, adopted, certified, executed and acknowledged by DTECH and XD Solutions in accordance with the provisions of Section 264 of the Delaware General Corporation Law and Section 13.1-1070 of the Virginia Limited Liability Company Act.

4. XD Solutions hereby merges with and into DTECH, with DTECH being the surviving corporation. The name of the surviving corporation in the merger herein certified is "DTECH LABS, INC." which will continue its existence as said surviving corporation under its present name upon the effective date of said merger pursuant to the provisions of the Delaware General Corporation Law.

5. The Certificate of Incorporation of DTECH in effect as of the date of the merger shall be the Certificate of Incorporation of the surviving corporation unless and until amended in accordance with its terms and applicable law.

6. The executed Merger Agreement is on file at the principal place of business of DTECH, the address of which is as follows:

DTECH LABS, INC.  
22876 Shaw Road  
Sterling, VA 20166


7. DTECH has attached a copy of the Merger Agreement as Exhibit A to this Certificate of Merger.

8. This Certificate of Merger shall become effective upon the filing thereof with the Office of the Secretary of State of the State of Delaware.

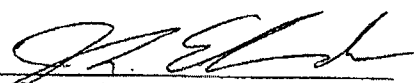
*[Signature page follows]*

IN WITNESS WHEREOF, DTECH LABS, INC. and XD Solutions, LLC have caused this certificate to be signed by an authorized officer this 28th day of September, 2015.

**DTECH LABS, INC.**

By:   
Name: James R. Edwards  
Title: Secretary

**XD SOLUTIONS, LLC**

By:   
Name: James R. Edwards  
Title: Authorized Person

**EXHIBIT A**

## AGREEMENT OF MERGER

**AGREEMENT OF MERGER**, dated as of September 28, 2015 (this "Agreement"), between DTECH LABS, INC., a Delaware corporation ("DTECH"), and XD Solutions, LLC, a Virginia limited liability company ("XD Solutions").

### WITNESSETH:

**WHEREAS**, DTECH is a corporation organized and existing under the laws of the State of Delaware, authorized to issue two classes of stock, consisting of 50,000 shares of Class A Voting Common Stock, par value \$1.00 per share, and 50,000 shares of Class B Non-Voting Common Stock, par value \$1.00 per share, of which the total number of issued and outstanding shares is 5,000 shares of Class A Voting Common Stock and 5,000 shares of Class B Non-Voting Common Stock;

**WHEREAS**, XD Solutions is a limited liability company organized and existing under the laws of the State of Virginia, authorized to issue 100,000 units, of which the total number of issued and outstanding units is 100,000 units;

**WHEREAS**, XD Solutions is a wholly owned subsidiary of Cubic Cyber Solutions, Inc., a Delaware corporation ("Cyber");

**WHEREAS**, DTECH desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of XD Solutions by means of a merger of XD Solutions with and into DTECH;

**WHEREAS**, Section 264 of the Delaware General Corporation Law (the "DGCL") and Section 13.1-1070 of the Virginia Limited Liability Company Act (the "VLLCA") authorize the merger of a Virginia limited liability company with and into a Delaware corporation, with the Delaware corporation as the surviving entity;

**WHEREAS**, DTECH and XD Solutions now desire to merge XD Solutions with and into DTECH (the "Merger"), following which DTECH shall be the surviving entity;

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

**WHEREAS**, the Board of Managers of XD Solutions, has authorized, adopted, approved and declared advisable this Agreement and the consummation of the Merger; and

**WHEREAS**, Cyber, in its capacity as the sole member of XD Solutions, 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 XD Solutions and DTECH shall determine, XD Solutions shall merge with and into DTECH, upon which DTECH 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 Delaware and make all other filings or recordings required by the States of Delaware and Virginia 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 Delaware (the "Effective Date").

(b) On the Effective Date, XD Solutions shall be merged with and into DTECH, whereupon the separate existence of XD Solutions shall cease, and DTECH shall be the surviving entity of the Merger (the "Surviving Corporation") in accordance with Section 264 of the DGCL and Section 13.1-1070 of the VLLCA.

#### Section 1.02. Cancellation of Units; Continuation of Capital Stock of Surviving Corporation.

(a) The units of XD Solutions shall not be converted or exchanged in any manner, and each such unit as of the Effective Date shall be cancelled and extinguished for no consideration.

(b) The issued and outstanding shares of capital stock of DTECH shall not be converted or exchanged in any manner, and each share of Class A Voting Common Stock which is issued and outstanding as of the Effective Date shall continue to represent one (1) issued share of Class A Voting Common Stock of the Surviving Corporation and each share of Class B Non-Voting Common Stock which is issued and outstanding as of the Effective Date shall continue to represent one (1) issued share of Class B Non-Voting Common Stock of the Surviving Corporation.

## ARTICLE II.

### THE SURVIVING ENTITY

#### Section 2.01. Certificate of Incorporation and Bylaws.

The Certificate of Incorporation and the Bylaws of DTECH in effect as of the Effective Date shall be the Certificate 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 DTECH immediately prior to the Merger will 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 DTECH.

**ARTICLE III.**

**TRANSFER AND CONVEYANCE OF ASSETS  
AND ASSUMPTION OF LIABILITIES**

Section 3.01. Transfer, Conveyance and Assumption.

Upon the Effective Date, DTECH shall continue in existence as the Surviving Corporation, and without further transfer, succeed to and possess all of the rights, privileges and powers of XD Solutions, and all of the assets and property of whatever kind and character of XD Solutions shall vest in DTECH without further act or deed; thereafter DTECH, as the Surviving Corporation, shall be liable for all of the liabilities and obligations of XD Solutions, and any claim or judgment against XD Solutions may be enforced against DTECH, as the Surviving Corporation, in accordance with Section 264 of the DGCL and Section 13.1-1070 of the VLLCA.

Section 3.02. Further Assurances.

If at any time DTECH shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in DTECH the title to any property or right of XD Solutions, or otherwise carry out the provisions hereof, the proper representatives of XD Solutions as of the Effective Date shall execute and deliver any and all proper deeds, assignments, 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 carry out 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 Delaware, without giving effect to principles of conflicts of law.

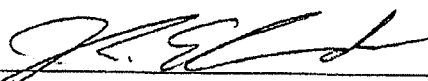
Section 5.05. Counterparts; Effectiveness.

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.

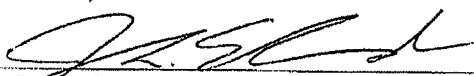
[Signature page follows]

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.

**DTECH LABS, INC.**

By:   
Name: James R. Edwards  
Title: Secretary

**XD SOLUTIONS, LLC**

By:   
Name: James R. Edwards  
Title: Authorized Person