

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM664166

| | | | |
|---|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TeleCommunication Systems, Inc. | | 07/30/2021 | Corporation: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Comtech Systems, Inc. | | |
| Street Address: | 68 South Service Road, Suite 230 | | |
| City: | Melville | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11747 | | |
| Entity Type: | Corporation: DELAWARE | | |
| PROPERTY NUMBERS Total: 3 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3927335 | TRITON | |
| Registration Number: | 4544946 | IMPACT | |
| Registration Number: | 5200522 | P | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2129692900 | | |
| <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: | 212-969-3000 | | |
| Email: | trademark@proskauer.com | | |
| Correspondent Name: | Maya L. Tarr | | |
| Address Line 1: | Proskauer Rose LLP | | |
| Address Line 2: | Eleven Times Square | | |
| Address Line 4: | New York, NEW YORK 10036-8299 | | |
| ATTORNEY DOCKET NUMBER: | 21989/144 | | |
| NAME OF SUBMITTER: | Maya L. Tarr | | |
| SIGNATURE: | /Maya L. Tarr/ | | |
| DATE SIGNED: | 08/02/2021 | | |
| Total Attachments: 4 | | | |
| source=Comtech US - Trademark Assignment (Executed)#page1.tif | | | |

CH \$90.00 3927335

source=Comtech US - Trademark Assignment (Executed)#page2.tif
source=Comtech US - Trademark Assignment (Executed)#page3.tif
source=Comtech US - Trademark Assignment (Executed)#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“**Trademark Assignment**”), dated as of July 30, 2021 is made by TeleCommunication Systems, Inc. (“**Assignor**”), a Maryland corporation, located at 275 West Street Annapolis, MD 21401, in favor of Comtech Systems, Inc. (“**Assignee**”), a Delaware corporation, located at 68 South Service Road, Suite 230 Melville, NY 11747.

WHEREAS, the parties have agreed to convey, transfer, and assign to Assignee certain intellectual property of Assignor, and have agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers, and assigns to Assignee, and Assignee hereby accepts, all of Assignor's right, title, and interest in and to the following (the “**Assigned Trademarks**”):

(a) the trademark registrations and applications set forth on Schedule A hereto and all issuances, extensions, and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on, or after the date hereof, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Assignor hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Assignee. Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation and assistance to Assignee and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto.

3. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Trademark Assignment.

4. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. Notices. All notices or other communications to be given or made hereunder shall be in writing and shall be delivered personally or mailed, postage prepaid, to Assignor or Assignee, as the case may be, at their respective addresses set forth below:

If to Assignor:

TeleCommunication Systems, Inc.
275 West Street
Annapolis, MD 21401
Attention: Yelena Simonyuk

If to Assignee:


Comtech Systems, Inc.
212 Outlook Point Drive, Suite #100
Orlando, FL 32809
Attention: Roger Seaton

6. Governing Law. This Trademark Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Trademark Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Trademark Assignment as of the date first above written.

TELECOMMUNICATION SYSTEMS, INC.


By:  _____

Name: Michael Porcelain

Title: President and Chief Executive Officer

AGREED TO AND ACCEPTED:

COMTECH SYSTEMS, INC.

By:  _____

Name: Michael Porcelain

Title: Chief Executive Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 007372 FRAME: 0984

Schedule A

Assigned Trademarks

| MARK | REGISTRATION NUMBER | APPLICATION NUMBER | SERIAL NUMBER | JURISDICTION | OWNER |
|--------|---------------------|--------------------|---------------|---------------|---------------------------------|
| TRITON | 3927335 | 3927335 | 77735339 | UNITED STATES | TELECOMMUNICATION SYSTEMS, INC. |
| IMPACT | 4544946 | 4544946 | 85928822 | UNITED STATES | TELECOMMUNICATION SYSTEMS, INC. |
| P LOGO | 5200522 | 5200522 | 86614119 | UNITED STATES | TELECOMMUNICATION SYSTEMS, INC. |

TRADEMARK

REEL: 007372 FRAME: 0985

RECORDED: 08/02/2021