

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM669793

<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>
Diamond Fortress Technologies, Inc.		07/30/2021	Corporation: ALABAMA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Telos Corporation		
<b>Street Address:</b>	19886 Ashburn Road		
<b>City:</b>	Ashburn		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	20147		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4951977	ONYX	
<b>Registration Number:</b>	4800759		
<b>Registration Number:</b>	4800758		
<b>Registration Number:</b>	4800757	DIAMOND FORTRESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7036108686		
<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>	7039039000		
<b>Email:</b>	dschaffer@milesstockbridge.com,ewortham@milesstockbridge.com,ipdocketing@mile		
<b>Correspondent Name:</b>	David R. Schaffer - Miles & Stockbridge		
<b>Address Line 1:</b>	1751 Pinnacle Drive, Suite 1500		
<b>Address Line 4:</b>	Tysons Corner, VIRGINIA 22102-3833		
<b>ATTORNEY DOCKET NUMBER:</b>	G6125-81		
<b>NAME OF SUBMITTER:</b>	David R. Schaffer		
<b>SIGNATURE:</b>	/David R. Schaffer/		
<b>DATE SIGNED:</b>	08/24/2021		
<b>Total Attachments: 6</b>			
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## INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this “**Assignment**”) is entered into as of July 30, 2021, by and between Diamond Fortress Technologies, Inc., an Alabama corporation (“**Seller**”), and Telos Corporation, a Maryland corporation (“**Buyer**”), pursuant to that certain Asset Purchase Agreement, dated as of an even date herewith, (the “**Purchase Agreement**”), by and among Buyer, Seller, DFT Empower, Inc., a Delaware corporation, and the Equityholders named therein. All capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement.

WHEREAS, Assignor is the owner of certain Intellectual Property used in connection with the DFT Business, set forth on Exhibit A attached hereto (collectively, the “**Assigned IP**”); and

WHEREAS, Assignor desires to convey, transfer, assign, and deliver to Assignee all of Assignor’s rights in and to the Assigned IP on the terms and subject to the conditions set forth in this Assignment, and Assignee desires to accept the same.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Assignor hereby does irrevocably sell, convey, transfer, and assign to Assignee, and its successors and assigns, and Assignee agrees to accept, effective as of the date first set forth above, all right, title, and interest in and to the Assigned IP and associated know-how, together with all common law rights and associated goodwill of each Assignor and of the business connected with the use of or symbolized thereby, and all claims for damages by reason of past infringement with the right to sue for and collect damages, the same to be held and enjoyed by Assignee, its respective successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this Assignment not been made. Assignee shall have full and unrestricted right to make, use, create derivative works, license, assign, offer to sell, sell, encumber, secure, loan, and otherwise exploit the Assigned IP to its fullest extent anywhere in the world, without the consent of and without accounting to Assignor and without sharing the revenue or profits generated by or through such use, license, assignment, sale, encumbrance, loan or other exploitation of the Assigned IP. Assignor hereby waives any claims Assignor has now or hereafter may have in any jurisdiction to so-called “moral rights” or rights of “droit moral” with respect to the Assigned IP and every derivative work arising from the Assigned IP. Assignor hereby agrees that it shall not take any action that may restrict Assignee’s ownership rights in the Assigned IP and that it shall discontinue any use or exploitation of the Assigned IP. Assignor hereby authorizes the United States Patent and Trademark Office and any other governmental agencies having jurisdiction over the Assigned IP to identify Assignee as the owner of all applications and registrations issuing from any applications pending related to the Assigned IP. Assignor further hereby authorizes the United States Patent and Trademark Office and any trademark office in any and all foreign countries to issue any and all registrations related to the Assigned IP to Assignee as the assignee of Assignor’s entire right, title, and interest in and to the same.

2. Further Assurances. Assignor agrees, without further consideration, to take such actions, including without limitation, the execution, acknowledgment, and delivery of documents,

as may be necessary and appropriate or reasonably requested by Assignee to further effectuate the assignment contemplated herein. Without limitation, Assignor agrees that, when requested by Assignee, Assignor will promptly sign all papers, take all rightful oaths, and do all acts which may be necessary, desirable or convenient for securing and maintaining the Assigned IP and for vesting title thereto in Assignee, its successors, assigns, and legal representatives or nominees.

3. Rights Cumulative. The rights, duties and obligations of the parties hereunder shall be cumulative and in addition to the rights, duties and obligations of the parties under the Purchase Agreement. Notwithstanding any other provision of this Assignment to the contrary, nothing contained herein shall in any way supersede, amend, rescind, waive, expand, or in any other way affect the provisions, including the representations, warranties, covenants and agreements or the rights and remedies of any of the parties under the Purchase Agreement, and to the extent of any conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall govern. This Assignment is intended only to effect the transfer of the Assigned IP pursuant to the Purchase Agreement, and shall be governed entirely in accordance with the terms and conditions of the Purchase Agreement.

4. Remedies. Assignor acknowledges and agrees that any violation of this Assignment will cause immediate and irreparable harm to Assignee and the damages may be difficult or impossible to measure. Therefore, upon any actual or impending violation of this Assignment, Assignee may seek a restraining order, preliminary and permanent injunction, without bond, restraining or enjoining any such violation by Assignor or any person or entity acting in concert with or on behalf of Assignor. Such remedy shall be additional to and not in limitation of any other remedy that may otherwise be available either in equity or at law.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the internal laws of 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).

6. Waiver. Any waiver of a party's rights under this Assignment may only be made by a writing signed by the Party waiving such rights and the failure of any party hereto to enforce at any time any provision of this Assignment shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this Assignment or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Assignment shall be held to constitute a waiver of any other or subsequent breach.

7. Amendments. This Assignment may not be amended, modified, supplemented, or changed, in whole or in part, unless in a separate writing making specific reference to this Assignment and executed by each of the parties.

8. Severability. Whenever possible, each provision of this Assignment will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Assignment is held to be prohibited by or invalid under applicable law, such provision will be deemed severable and ineffective only to the extent of such prohibition or invalidity, without

invalidating the remainder of such provision or the remaining provisions of this Assignment unless the consummation of the transaction contemplated hereby is adversely affected thereby.

9. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile or electronic version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

10. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 8.5 of the Purchase Agreement.

11. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns and legal representatives, but shall not create any rights enforceable by any other person.

12. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

**ASSIGNOR:**

DIAMOND FORTRESS TECHNOLOGIES, INC.

By: 

Name: Charles W. Hatcher, II

Title: Chief Executive Officer

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed as of the date first written above.

**ASSIGNEE:**

TELOS CORPORATION


By: Jefferson V. Wright

Name: Jefferson V. Wright

Title: Executive Vice President & General Counsel

## EXHIBIT A

### ASSIGNED IP

- Software
  1. ONYX
  2. ONYX AFIS
  3. PassPrint – platform (passwordless multi-factor identity as a service)
  4. ICE Unlock – biometric data collection tool
- Demo Apps/Sample Projects
- Miscellaneous Other ONYX related code and build tools (all related libraries that allow applications)
- Software documentation
- Fingerprint datasets
- Patent No.: US 9,251,396 B2, issued February 2, 2016.
- Patent No.: US 9,672,406 B2, issued June 6, 2017.
- Patent No.: US 9,710,691 B1, issued July 18, 2017.
- Patent Application No.: 14/213,496, filed March 14, 2014.
- Trade Names/Common Law Trademarks: DFT, Diamond Fortress Technologies, Inc.; Diamond Fortress Technologies; PassPrint; DFT Empower, 
- Trademark Registration No.: 4951977, registered on May 3, 2016 for ONYX.
- Trademark Registration No.: 4800759, registered on August 25, 2015.
- Trademark Registration No.: 4800758, registered on October 21, 2014.
- Trademark Registration No.: 4800757, registered on October 21, 2014.
- Customer/Lead List
- 50% Jewelry Platform (Backend/Mobile Apps) called FingerprintsScanner.org; part of the Joint Venture with Eternal Memories (domain maintained by partner to the JV).
- Domain names
  1. diamondfortress.com
  2. dftempower.com
  3. keepsakecapture.com
  4. passprint.me
- Know how/trade secrets
- Marketing materials and plans, website content, social media site content
- Social media accounts