TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM700266

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Peraton Inc.		01/04/2022	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Analex Corporation	
Street Address:	3076 Centreville Road	
Internal Address:	Suite 200	
City:	Herndon	
State/Country:	VIRGINIA	
Postal Code:	20171	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark		
Registration Number:	3160935	PURIFILE		

CORRESPONDENCE DATA

Fax Number: 2127514864

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.

Phone: 2129061209

Email: JESSICA.BAJADA-SILVA@LW.COM

LATHAM & WATKINS LLP, C/O JESSICA BAJADA Correspondent Name:

Address Line 1: 1271 Avenue of the Americas Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	069728-0004	
NAME OF SUBMITTER:	Jessica Bajada-Silva	
SIGNATURE:	/s/ Jessica Bajada-Silva	
DATE SIGNED:	01/06/2022	

Total Attachments: 4

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CONFIRMATORY TRADEMARK ASSIGNMENT

This CONFIRMATORY TRADEMARK ASSIGNMENT ("<u>Assignment</u>") dated as of January 4, 2022 (the "<u>Effective Date</u>"), is made by and between Peraton Inc., a Maryland corporation ("<u>Assignor</u>"), and Analex Corporation, a Delaware corporation ("<u>Assignee</u>").

WITNESSETH:

WHEREAS, Assignor is the record owner of the trademark identified on <u>Schedule A</u> (the "<u>Trademark</u>"); and

WHEREAS, pursuant to the Bill of Sale and Assignment and Assumption Agreement, dated as of September 30, 2021, by and between Assignor, Assignee and certain other parties (the "Bill of Sale"), Assignee agreed to and did acquire and Assignor agreed to assign and did assign the Trademark to Assignee.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and agreements contained in this Assignment, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

- 1. Assignment. Assignor hereby acknowledges and confirms that Assignee did assign and does hereby assign as of September 30, 2021, and Assignee acknowledges and confirms that it did accept and hereby accepts as of September 30, 2021, all of Assignor's right, title, and interest in and to the Trademark, including without limitation, the right to prosecute, maintain and defend the Trademark before any public or private agency, office or registrar, with the right to sue and recover damages for all past, present or future causes of action (either in law or equity) and any and all income, royalties and payments now or hereafter due and/or payable with respect to the Trademark, together with any rights of priority and common law rights throughout the world, together with goodwill of the business associated with the Trademark, the same to be held by Assignee, as fully and effectually as they would have been held by Assignor had this assignment not taken place. The assignments contemplated herein are meant to be absolute assignments and not by way of security. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 2. <u>Cooperation</u>. At Assignee's sole cost and expense, Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and assigns may reasonably request to effect the terms of this Assignment and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment.
- 3. <u>General Provisions</u>. This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. This Assignment along with its Schedule constitute the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and supersede all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties with respect hereto. This Assignment may not be supplemented, altered, or modified in any manner except by a writing signed by the parties hereto. The failure of either party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or

provisions. This Assignment is binding upon and inures to the benefit of the parties hereto and their respective successors and assigns.

- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of laws that would require the application of the laws of any other jurisdiction.
- 5. <u>Jurisdiction</u>. The parties hereto agree that any proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Assignment shall be brought in any federal court located in the State of Delaware or any Delaware state court, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such proceeding in any such court or that any such proceeding brought in any such court has been brought in an inconvenient forum. Process in any such proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Peraton Inc.

 $\mathbf{B}\mathbf{y}$

Name: James Winner

Title: Chief Legal Officer, General Counsel and

Secretary

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Title: General Counsel and Secretary

[Signature Page to the Trademark Assignment]

Schedule A LIST OF TRADEMARKS

Country	Registration Number	Registration Date	Word Mark	Owner
United States	3160935	October 17, 2006	PURIFILE	Peraton Inc.