

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM708184

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BLACKHORSE SOLUTIONS, INC.		02/14/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	PARSONS CORPORATION		
Street Address:	5875 Trinity Parkway, Suite 300		
City:	Centreville		
State/Country:	VIRGINIA		
Postal Code:	20120		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88848962	BLACK HORSE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	719-358-2561		
Email:	docket@martensenip.com		
Correspondent Name:	MARTENSEN IP		
Address Line 1:	30 East Kiowa Street Suite 101		
Address Line 4:	Colorado Springs, COLORADO 80903		
ATTORNEY DOCKET NUMBER:	PRSN T132		
NAME OF SUBMITTER:	Michael C. Martensen		
SIGNATURE:	/Michael C. Martensen/		
DATE SIGNED:	02/14/2022		
Total Attachments: 3			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT ("**Trademark Assignment**"), dated as of February 14, 2022, is made by **Blackhorse Solutions, Inc. ("Assignor")**, a Delaware Corporation located at 13461 Sunrise Valley Drive, Suite 400, Herndon, Virginia 20171, in favor of **Parsons Corporation ("Assignee")**, a Delaware Corporation located at 5875 Trinity Parkway, Suite 300, Centreville, Virginia 20120 (collectively the "**Parties**").

Whereas Assignor has adopted, owns and is using the trademarks set forth on Schedule 1, has applied to register the trademarks on the Principal Register of the United States Patent and Trademark Office or foreign equivalent set forth on Schedule 1, or for which Assignor owns the identified federal registrations on the Principal Register of the United States Patent and Trademark Office or foreign equivalent (the "**Registrations**") and common law marks set forth on Schedule 1 for the goods and/or services identified therein ("**the Marks**");

Whereas Assignee desires to acquire the Marks and Registrations; and

Whereas Assignor wishes to continue using the Marks with respect to the business conducted by Assignee with such goods and services, and Assignee is willing to permit such use of the Marks by Assignor on the terms and conditions hereinafter set forth;

NOW THEREFORE, the Parties, as stated above in the recitals which are hereby incorporated by reference in their entirety, 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, and agrees to assign so long as Assignor is a wholly owned subsidiary of Assignee, to Assignee all of Assignor's right, title, and interest in and to the following:

(a) all trademark Registrations and trademark applications and common law marks including those set forth on Schedule 1 hereto and all issuances, extensions, and renewals thereof (the "**Assigned Marks**"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned 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 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.

3. **License Back.** Subject to the terms and conditions of this Assignment, Assignee hereby grants to Assignor a non-exclusive, royalty-free, non-transferable, non-sublicensable license to use the Assigned Marks in connection with the conduct of the business, including (a) the manufacture, advertising, marketing, distribution, and sale of products

Parsons Corporation Trademark Assignment Agreement

and services currently associated with the Assigned Marks, and any other products or services that the Parties may agree upon in writing from time to time,; and (b)use of the Assigned Marks as part of Assignor's corporate name, company name, or trade name, as applicable.

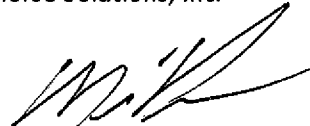
4. Counterparts. This Trademark Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same agreement. A signed copy of this Trademark Assignment delivered by facsimile, e-mail, or other means of electronic transmission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

5. 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.

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).

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

Blackhorse Solutions, Inc.

By:  _____

Name: Mike Kushin
Title: President & CEO

AGREED TO AND ACCEPTED:

Parsons Corporation

By:  _____

Name: Michael R. Kolloway
Title: Senior Vice President, General Counsel
and Secretary

Parsons Corporation Trademark Assignment Agreement

SCHEDULE 1

ASSIGNED TRADEMARKS

Pending Trademark Applications

Mark	Jurisdiction	Application Number	Filing Date
BLACK HORSE	United States	88/848,962	26 March 2020