# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM758798

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

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Cubic Transportation Systems, Inc.		08/22/2022	Corporation: CALIFORNIA

#### **RECEIVING PARTY DATA**

Name:	Cubic Corporation
Street Address:	9233 Balboa Avenue
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92123
Entity Type:	Corporation: DELAWARE

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6457646	UMO

### CORRESPONDENCE DATA

Fax Number: 4045413120

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: 4048156500

tmadmin@kilpatricktownsend.com Email: Kilpatrick Townsend & Stockton LLP **Correspondent Name:** Address Line 1: 1100 Peachtree Street NE, Suite 2800

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	1284381
NAME OF SUBMITTER:	Kristin Strojan
SIGNATURE:	/Kristin Strojan/
DATE SIGNED:	10/03/2022

#### **Total Attachments: 3**

source=8-22-2022 - UMO - Trademark Assignment - Cubic Transportation to Cubic Corporation (UMO Reg No 6457646) - SIGNED#page1.tif

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6457646) - SIGNED#page3.tif

#### TRADEMARK ASSIGNMENT

This Trademark Assignment is effective as of the date last signed below (the "Effective Date"), and is made by and between Cubic Transportation Systems, Inc., a California corporation, having its principal place of business at 9233 Balboa Avenue, San Diego, CA 92123 (the "Assignor"), and Cubic Corporation, a Delaware corporation, having its principal place of business at 9233 Balboa Avenue, San Diego, CA 92123 (the "Assignee").

# WITNESSETH:

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark identified in the attached Schedule A, including the application related thereto and all associated common law trademark and trade name rights (hereinafter the "Trademark");

WHEREAS, Assignee wishes to acquire ownership of and all right, title and interest in and to the Trademark, the goodwill symbolized thereby, and any registrations, applications, common law, trade name rights therefor, and any copyrighted works embodied in designs and logos comprised of the Trademark, if any.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Assignment of Trademark. Assignor hereby assigns, grants, transfers, conveys, and delivers exclusively to Assignee, free and clear of any and all known liens, encumbrances, and claims of third parties, and Assignee hereby acquires from Assignor ownership and all of Assignor's right, title, and interest in and to the Trademark, the goodwill symbolized thereby, any applications and registrations related thereto and all associated common law rights, and the right to claim any applicable priority rights arising from the Trademark. All rights to the Trademark, including, without limitation, the right to sue for any damages and other remedies in respect of any infringement of the Trademark, which may have occurred prior to the date of this Trademark Assignment, shall be the sole property of Assignee and inure to the benefit of Assignee. Assignor further agrees that all records of Assignor necessary to establish priority of the use of any of the Trademark will be made available at no additional charge to Assignee, in the event such records are needed in connection with the assigned the Trademark.
- 2. <u>Further Assurances</u>. Assignor hereby agrees without any additional consideration therefor to sign all documents, make all assignments and declarations, and generally do everything possible to aid Assignee, its successors, assigns, and nominees, to obtain and enforce proper protection for said Trademark.
- 3. <u>Successors and Assigns</u>. The terms and provisions of this Trademark Assignment and the respective rights and obligations of the parties hereunder shall be binding upon the parties and inure to the benefit of their respective successors and assigns.

- 4. <u>Recordings</u>. An executed copy of this Trademark Assignment may be filed with the appropriate national trademark office by Assignee or Assignor at any time.
- 5. <u>Execution</u>. This Trademark Assignment may be executed in counterparts, which together will constitute one instrument. A copy shall suffice as an original.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have caused this Assignment to be duly executed and become effective as of the Effective Date.

Cubic Transportation Systems, Inc.	Cubic Corporation	
By:Karen 879	By: Karen 879	
Name: Karen Blom	Name: Karen Blom	
Title: Assistant Secretary	Title: Assistant Secretary	
Date: August 22, 2022	Date: August 22, 2022	

# SCHEDULE A

Mark	Jurisdiction	Reg. No.	Filing Date	Class
UMO	United States	6457646	August 27, 2020	9, 42

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**RECORDED: 10/03/2022**