

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM787392

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>RESUBMIT DOCUMENT ID:</b>	900748902		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Information Assurance Specialists, Inc. d/b/a Sub U Systems		05/17/2022	Corporation: NEW JERSEY
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sigma Defense Systems LLC		
<b>Street Address:</b>	1812 Macon Road		
<b>City:</b>	Perry		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	31069		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6330721	SOFTWARE DEFINABLE NETWORKING APPLIANCE	
<b>Registration Number:</b>	6114393	SDN-A	
<b>Serial Number:</b>	90620947	TACTICAL CLOUD PLATFORM	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2155686499		
<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>	215-568-6400		
<b>Email:</b>	spadilla@vklaw.com		
<b>Correspondent Name:</b>	VOLPE KOENIG		
<b>Address Line 1:</b>	30 South 17th Street, 18th Floor		
<b>Address Line 4:</b>	PHILADELPHIA, PENNSYLVANIA 19103		
<b>ATTORNEY DOCKET NUMBER:</b>	SDS4-TM001, TM002, TM007		
<b>NAME OF SUBMITTER:</b>	Wesley T. McMichael		
<b>SIGNATURE:</b>	/Wesley T. McMichael/		
<b>DATE SIGNED:</b>	02/16/2023		
<b>Total Attachments: 10</b>			

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## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this “**IP Assignment**”), dated as of May 17, 2022, is made by and among Information Assurance Specialists, Inc., a New Jersey corporation d/b/a Sub U Systems (“**Sub U**”), KCT Holdings LLC, a Nevada limited liability company (“**KCT Holdings**”) and with Sub U each, a “**Seller**” and together, the “**Sellers**”), and Keiron Tomasso, an individual resident in New Jersey (“**KT**” or the “**Equityholder**”), in favor of Sigma Defense Systems LLC, a Delaware limited liability company (“**Purchaser**”), the purchaser of certain assets of Sellers pursuant to that certain Asset Purchase Agreement between Purchaser, Sellers, and Equityholder, dated as of May 17, 2022 (the “**Asset Purchase Agreement**”). Capitalized terms used but not defined herein shall have their respective meaning given in the Asset Purchase Agreement.

WHEREAS, under the terms of the Asset Purchase Agreement, each Seller has conveyed, transferred, and assigned to Purchaser, among other assets, certain intellectual property of Sellers, and has agreed to execute and deliver this IP Assignment, for recording with the United States Patent and Trademark Office, the United States Copyright Office, and corresponding entities or agencies in any applicable jurisdictions;

WHEREAS, the parties agree it is their intent that the assets to be acquired by Purchaser in connection with the transaction contemplated pursuant to the Asset Purchase Agreement shall include any and all intellectual property of Equityholder used or held for use in the conduct of, or relating to, any business conducted, or engaged in, by or for Equityholder in connection with any operations of, or relating to the business of, a Seller, prior to the date hereof (the “**Business**”); and

WHEREAS, pursuant to this IP Assignment and the Asset Purchase Agreement, the parties desire to confirm Purchaser’s acquisition of all such intellectual property.

NOW THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Pursuant to this IP Assignment, the parties desire to confirm Purchaser’s acquisition of Equityholder’s and each Seller’s entire right, title, and interest in and to all of the Assigned IP (as defined below) as Purchased Assets pursuant to the Asset Purchase Agreement. Equityholder, and each Seller, confirms the assignment and hereby irrevocably conveys, transfers, and assigns to Purchaser, free and clear of all Encumbrances, all of Equityholder’s and each Seller’s right, title, and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 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;

(c) the copyright registrations set forth on Schedule 3 hereto and all issuances, extensions, and renewals thereof (the “**Copyrights**”);

(d) any and all other ideas, concepts, inventions, discoveries, developments, modifications, improvements, know-how, trade secrets, data, designs, diagrams, plans,

specifications, methods, processes, techniques, formulas, algorithms, tools, works of authorship, derivative works, software, content, textual or artistic works, mask works, video, graphics, sound recordings, structures, products, prototypes, systems, applications, creations, and technologies in any stage of development, whether or not patentable or reduced to practice, and whether or not copyrightable, that were conceived, created, derived, developed, or made by or for a Seller, or that were conceived, created, derived, developed, or made by or for Equityholder in regard to the Business, including by any of a Seller's or Equityholder's current or former employees, subcontractors, consultants, or any other third party for or on behalf of a Seller, or for or on behalf of Equityholder in regard to the Business, (collectively, "**Innovations**"), including all Intellectual Property Rights in and to all Innovations;

(e) all rights of any kind whatsoever of Equityholder or a Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(f) 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

(g) 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. License. To the extent that any of the rights, title, and interest in and to the Assigned IP cannot be assigned by Equityholder or a Seller to Purchaser, Equityholder and each Seller hereby grants, and agrees to grant, to Purchaser a perpetual, exclusive, royalty-free, freely transferable, irrevocable, world-wide right and license (with rights to sublicense through multiple tiers of sublicensees) in and to all or any portion (including all Intellectual Property Rights) of such Assigned IP for any purpose at any time (whether prior to, on, or after the date that the parties entered into this IP Assignment). Such license includes the right to: (a) use, reproduce, distribute, display, and perform (whether publicly or otherwise), prepare derivative works of and otherwise modify, make, sell, offer to sell, import, and otherwise use and exploit (and have others exercise such rights on behalf of Purchaser or its sublicensees) all or any portion of such Assigned IP; and (b) make modifications, regardless of the effect of any such modifications on the integrity of all or any portion of such Assigned IP. To the extent that any of the rights, title, and interest (including all Intellectual Property Rights) in and to the Assigned IP can neither be assigned nor licensed by Equityholder or a Seller to Purchaser, Equityholder and each Seller hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title, and interest against Purchaser or any of Purchaser's successors in interest.

3. Recordation and Further Actions. Equityholder and each Seller, as applicable, hereby authorizes the Commissioner for Patents and the Commissioner for Trademarks in the United States Patent and Trademark Office, and the Register of Copyrights in the United States Copyright Office, and the officials of corresponding entities or agencies in any applicable jurisdictions, to record and register this IP Assignment upon request by Purchaser. Following the date hereof, Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser 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 IP to Purchaser, or any assignee or successor thereto.

4. Terms of the Asset Purchase Agreement. The parties hereto acknowledge and agree that this IP Assignment is entered into pursuant to the Asset Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Equityholder, Sellers, and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements, and indemnities contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Asset Purchase Agreement and the terms hereof, the terms of the Asset Purchase Agreement shall govern.

5. Counterparts. This IP 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 IP 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 IP Assignment.

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

7. Governing Law. This IP 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 IP 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]





**KEIRON TOMASSO**



Address for Notices:

PO box 8944 Turnersville, NJ  
08012

ACKNOWLEDGMENT

STATE OF

\_\_\_\_\_

COUNTY OF

\_\_\_\_\_

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On the \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me personally appeared **Keiron Tomasso**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he executed the same, and acknowledged the instrument to be his free act and deed for the uses and purposes mentioned in the instrument.

\_\_\_\_\_  
Notary Public

Printed Name:

My Commission Expires:

*[Signature Page to Registered IP Assignment]*



**SCHEDULE 1****ASSIGNED PATENTS AND PATENT APPLICATIONS****Patents**

<b>Title</b>	<b>Jurisdiction</b>	<b>Patent Number</b>	<b>Issue Date</b>
WIDE AREA NETWORK ACCESS MANAGEMENT COMPUTER	U.S.	8832425	September 9, 2014
WIDE AREA NETWORK ACCESS MANAGEMENT COMPUTER	U.S.	9282105	March 8, 2016
WIDE AREA NETWORK ACCESS MANAGEMENT COMPUTER	U.S.	9485277	November 1, 2016
SECURE INTERNAL DATA NETWORK COMMUNICATION INTERFACES	U.S.	10110602	October 23, 2018
SECURE INTERNAL DATA NETWORK COMMUNICATION INTERFACES	U.S.	10686790	June 16, 2020
APPARATUS AND METHOD FOR SECURE ROUTER DEVICE	U.S.	11201858	December 14, 2021
APPARATUS AND METHOD FOR SECURE ROUTER WITH LAYERED ENCRYPTION	U.S.	11068600	July 20, 2021

**Patent Applications**

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
SECURE INTERNAL DATA NETWORK COMMUNICATION INTERFACES	U.S.	16900578 / 20210092120	June 12, 2020
APPARATUS AND METHOD FOR SECURE ROUTER DEVICE	U.S.	17547960	December 10, 2021
APPARATUS AND METHOD FOR SELECTING AND PROVIDING NETWORK EQUIPMENT SECURITY DESIGNATIONS	U.S.	17515389 / 20220141157	October 29, 2021

<b>Title</b>	<b>Jurisdiction</b>	<b>Application/ Publication Number</b>	<b>Filing Date</b>
SECURE PROTOCOL TERMINAL ADAPTER	U.S.	12873885 20110058671 (Abandoned)	March 10, 2011
SECURE PROTOCOL TERMINAL ADAPTER	U.S.	13038995 20110194696 (Abandoned)	August 11, 2011
[•]	U.S.	61265464 (Expired)	December 1, 2009
APPARATUS AND METHOD FOR SECURE ROUTER DEVICE	U.S.	62513853 (Expired)	June 1, 2017
APPARATUS AND METHOD FOR SECURE ROUTER WITH LAYERED ENCRYPTION	U.S.	62674372 (Expired)	May 21, 2018
APPARATUS AND METHOD FOR SECURE ROUTER WITH LAYERED ENCRYPTION	U.S.	17380836 (Abandoned)	July 20, 2021
SECURE PROTOCOL TERMINAL ADAPTER	U.S.	61240516 (Expired)	September 8, 2009
NETWORK DEVICE WITH AMBIENT LIGHT CLASSIFICATION LEVEL INDICATORS	U.S.	63107232 (Expired)	October 29, 2020

## SCHEDULE 2

### ASSIGNED TRADEMARK REGISTRATIONS AND APPLICATIONS

#### Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date
SOFTWARE DEFINABLE NETWORKING APPLIANCE	U.S.	88286574	April 20, 2021
SDN-A	U.S.	88286459	July 28, 2020

#### Trademark Applications

Mark	Jurisdiction	ITU Status	Application Number	Filing Date
TACTICAL CLOUD PLATFORM	U.S.	Published	90620947	April 2, 2021

**SCHEDULE 3**

**ASSIGNED COPYRIGHT REGISTRATIONS AND APPLICATIONS**

**Copyright Registrations**

<b>Title</b>	<b>Jurisdiction</b>	<b>Registration Number</b>	<b>Registration Date</b>
IAS ROUTER SOURCE CODE	U.S.	TXu-1-951-585	July 27, 2015

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NY-2380721