

11-12-1998

FORM PTO-1594



100875586

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

SHEET

Attorney Docket No. 2319.0013/0011/0012

11/12/98

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name(s) of conveying party(ies):

General Research Corporation

- Individual(s)
- General Partnership
- Corporation
- Association
- Limited Partnership

Other: _____

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Merger
- Change of Name

Other: Asset Purchase Agreement

Execution Date: June 30, 1995

2. Name(s) and address(es) of receiving party(ies):

Name: GRC International, Inc.

Address: 1900 Gallows Road

Vienna, VA 22182

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation of Delaware
- Other:

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,684,619; 1,490,990; 1,442,890

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Julia Anne Matheson, Esq.

Address: Finnegan, Henderson, Farabow,

Garrett & Dunner, L.L.P.

1300 I Street, N.W.

Washington, D.C. 20005-3315

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$90.00

- Enclosed
- Authorized to be charged to deposit account
- Authorized to be charged to deposit account only if fee is deficient

8. Deposit account number:

06-0916

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Julia Anne Matheson, Esq.
Name of Person Signing

Signature

November 4, 1998
Date

Total number of pages including cover sheet, attachments, and document: 3

11/12/1998 330RMS 00000051 1504619

01 FC:481 40.00 OP
02 FC:482 50.00 OP

TRADEMARK
REEL: 1812 FRAME: 0048

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (the "Agreement") is made and entered into in Vienna, Virginia as of June 30, 1995 by and between GENERAL RESEARCH CORPORATION ("Seller"), a corporation duly organized and existing under the laws of the State of Virginia, with its principal office in Vienna, Virginia, operating through its Information Systems Division principally in Vienna, Virginia ("ISD"), its Decision Technologies Division principally in Santa Barbara, California ("DTD"), its Systems Development Division principally in Huntsville, Alabama ("SDD"), and GRC INTERNATIONAL, INC., a corporation duly organized and existing under the laws of the State of Delaware, with its principal office in Vienna, Virginia ("Purchaser").

WHEREAS, Purchaser owns of record and beneficially all of the issued and outstanding shares of capital stock of Seller; and

WHEREAS, Purchaser desires to purchase, and Seller desires to sell, all of the assets of Seller;

NOW, THEREFORE, in consideration of the foregoing, and of the mutual promises contained herein, the parties agree as follows:

1. For One Dollar (\$1.00) and other good and valuable consideration, Seller hereby sells, and Purchaser hereby purchases, all of the assets of Seller, and Seller hereby assigns to Purchaser all of Seller's rights, title and interests in and to any and all of Seller's contracts and agreements, including but not limited to all commercial and government contracts, subcontracts, purchase orders, leases, agreements concerning patent and other Intellectual property, licenses, nondisclosure or proprietary information exchange agreements, consulting agreements, employment agreements, teaming agreements, and all other contracts and agreements of any kind. Purchaser hereby accepts such assignment and assumes all obligations and liabilities of Seller under all such contracts and agreements.


2. Purchaser and Seller agree that all employees of Seller shall now be considered employees of Purchaser. Work on all of Seller's contracts shall be henceforth carried on by Purchaser. Seller and Purchaser shall enter into novation agreements for all of Seller's government contracts and submit the novation agreements to the applicable government customers.

3. Seller hereby grants Purchaser Seller's rights under any contract which may result from any of Seller's outstanding proposals, and Purchaser hereby agrees to fulfill all obligations of Seller under any contract which may result from any such outstanding proposal.

4. Purchaser and Seller agree that they shall enter into a Plan and Agreement of Merger whereby Seller shall be merged into Purchaser after all applicable novation agreements have been signed by the government customers.

IN WITNESS WHEREOF, the undersigned parties hereto have duly executed this Agreement as of the date first set forth above.


ATTEST:


Thomas E. McCabe
Vice President, General Counsel & Secretary
[Corporate Seal]

GENERAL RESEARCH CORPORATION

By: 
Jim Roth
President & Chief Executive Officer

ATTEST:


Thomas E. McCabe
Vice President, General Counsel & Secretary
[Corporate Seal]

GRC INTERNATIONAL, INC.

By: 
Jim Roth
President & Chief Executive Officer

COMMONWEALTH OF VIRGINIA)
) SS.:
COUNTY OF FAIRFAX)

On this day personally appeared before me Jim Roth and Thomas E. McCabe, known to me to be the persons whose names are subscribed to the foregoing instrument in their respective capacities.

Subscribed, sworn to and acknowledged before me by the said Jim Roth and Thomas E. McCabe, this 0th day of October, 1995.

My commission expires: December 31, 1998

Michele L. Zeck
Michele Zeck
Notary Public

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