

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SkillStorm Commercial Services, LLC		06/28/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	Skillstorm, Inc.
Street Address:	10105 Pacific Heights Boulevard
Internal Address:	Suite 130
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92121
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	3090226	SKILL STORM
Registration Number:	3090225	
Registration Number:	3087705	SKILLSTORM
Registration Number:	3589895	S
Registration Number:	3589894	SKILLSTORM
Registration Number:	3589893	SKILL STORM

**CORRESPONDENCE DATA**

Fax Number: (804)344-7999  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 804-788-7311  
 Email: HWRITM@hunton.com  
 Correspondent Name: Janet W. Cho - Hunton & Williams LLP  
 Address Line 1: 951 East Byrd Street  
 Address Line 2: Riverfront Plaza - East Tower

CH \$165.00 3090226

Address Line 4: Richmond, VIRGINIA 23219-4074

ATTORNEY DOCKET NUMBER:	33411.031173
NAME OF SUBMITTER:	Janet W. Cho
Signature:	/Janet W. Cho/
Date:	08/11/2010

**Total Attachments: 19**

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## TRADEMARK LICENSE AGREEMENT

This TRADEMARK LICENSE AGREEMENT (the "Agreement"), dated June 28, 2010 ("Effective Date"), is by and between **SkillStorm Commercial Services, LLC**, ("Licensor"), a Delaware limited liability company having a principal address at 10105 Pacific Heights Boulevard, Suite 130, San Diego, CA 92121-4246, and **Skillstorm, Inc.** ("Licensee"), a California corporation with a principal place of business at 10105 Pacific Heights Blvd., suite 130, San Diego, CA 92121. Licensor and Licensee are each a "Party" to this Agreement and collectively, the "Parties" to this Agreement.

## RECITALS

WHEREAS, pursuant to the terms of the Purchase Agreement, dated June 28, 2010, between the Parties and the other parties named therein (the "Purchase Agreement"), Licensor has agreed to license to Licensee the Trademarks (as described below) in accordance with the terms and conditions of this Agreement; and

WHEREAS, Licensee desires to receive and abide by such license to the Trademarks in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. Certain Definitions.

- 1.1. "Affiliate" has the meaning ascribed to it in the Purchase Agreement.
- 1.2. "Covered Services" means engineering, project management consulting, outsourcing, staff augmentation, and analysis services and products for business or government entities, and any other uses in connection with the U.S. government.
- 1.3. "Licensed Services" means Covered Services that bear the Trademarks or that are advertised or promoted using the Trademarks.
- 1.4. "Trademarks" means the trademarks, service marks and logos identified in Exhibit A.

II. License Grant.

- 2.1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term of this Agreement a non-exclusive, limited (as set forth herein), royalty-free, non-sublicensable (except to Licensee's Affiliates), and non-transferable (except pursuant to Article X) right and license to use, reproduce and display the Trademarks throughout the world in connection with the Covered Services.
- 2.2. Limited License. Licensee agrees to use the Trademarks and provide or deliver the Licensed Services only as permitted herein. Accordingly, without the prior written permission of Licensor, the Trademarks may not be used, marketed, advertised, or offered in any way or manner whatsoever on any product or service other than the Covered Services. Licensee shall also have no right to sublicense any of the rights that are licensed to Licensee under this Agreement to any third party, other than Licensee's Affiliates. Licensee agrees that any attempt to sublicense any rights to any third party other than Licensee's Affiliates shall be: (i) a material breach of this Agreement, subject to Section 5.3; and (ii) such sublicense agreement shall be null and void.

2.3. Marketing. Licensee agrees to: (i) conduct its marketing, promotion, and sales activities with respect to the Licensed Services in a manner that reflects favorably at all times on the Trademarks and the associated goodwill and (ii) make no representations, warranties, or guarantees to third parties with respect to the products or services provided by Licensor. Licensor agrees to make no representations, warranties, or guarantees to third parties with respect to the products or services provided by Licensee.

III. Quality Control and Quality Standards. Licensee agrees to use the Trademarks only in the forms identified on Exhibit A and only in accordance with any other reasonable guidelines for use set forth on Exhibit B. During the Term of this Agreement, Licensee shall have the right to create its own advertising, packaging, and promotional materials using the Trademarks in connection with the provision, distribution, delivery, or sale of the Licensed Services. Licensee agrees that all Licensed Services marketed and sold under the Agreement shall be of a quality at least at the level of quality of comparable products and services marketed, offered for sale or otherwise provided by Licensor prior to the Closing (as defined in the Purchase Agreement), and shall comply with all applicable laws and regulations for all countries, states, districts, and counties in which the Licensed Services are marketed, sold, or provided.

IV. Intellectual Property Rights and Legal Compliance. Licensee agrees not to apply for registration, register, or use any of the Trademarks (or any parts thereof or terms confusingly similar thereto) in or as a part of an application for international, national, state, or federal trademark registration or as an Internet or Web site address, a Uniform Resource Locator (URL), or as a domain name under any top level domain. For the avoidance of doubt, the limitations herein shall not apply to any Intellectual Property (as defined in the Purchase Agreement) acquired by Licensee pursuant to the Purchase Agreement. Licensee shall not, at any time during the Term, do or cause to be done any act that adversely affects Licensor's rights in the Trademarks or any applications or registrations therefor. Licensee shall, during the Term, reasonably cooperate with Licensor, at Licensor's expense, for the purpose of securing and protecting Licensor's rights in the Trademarks. Licensor and/or its licensors reserve all rights, including all rights in and to its other trademarks, not expressly granted in this Agreement.

V. Term, Termination and Suspension.

5.1. Term. The term of this Agreement shall be for a period of three (3) years beginning on the Effective Date (the "Term"), unless earlier terminated in accordance with the provisions of this section. Any renewal or extension of this Agreement shall require the mutual agreement of the Parties.

5.2. Termination. This Agreement may be terminated prior to the end of the Term: (a) at any time upon mutual agreement of the Parties; (b) immediately upon any termination of the Purchase Agreement; and (c) by Licensee upon sixty (60) days prior written notice of a material breach of the Agreement by Licensor, which breach is not cured by Licensor within that sixty (60)-day period. Upon termination of this Agreement and unless permitted by another written agreement between the Parties, Licensee shall immediately discontinue all use of the Trademarks (including, without limitation, any confusingly similar terms) in all forms and media and shall immediately destroy all media utilizing the Trademarks; provided that Licensee may use the Trademarks (i) for historical reference, including to keep records and other historical or archived documents (including customer contracts and/or marketing materials) containing or referencing the Trademarks and to refer to the historical fact that Licensee and its Affiliates previously used the Trademarks; or (ii) in any manner permitted under applicable law.

- 5.3. Suspension. Licensor shall have the right to (a) terminate this Agreement in the event of a material breach by Licensee of the use limitation provisions (as set forth in Section 2.2 or in excess of the grant in Section 2.1) that Licensee has failed to cure within thirty (30) days after receiving written notice thereof from Licensor or (b) suspend the license (granted in Section 2.1) in the event of a material breach by Licensee of the quality control provisions (as set forth in Article III) that has a material adverse effect on the Trademarks and that Licensee has failed to cure within sixty (60) days after receiving written notice thereof from Licensor. Such suspension shall be limited to the particular type of Licensed Service affected by such material breach. The license suspended pursuant to the terms of this Section 5.3 shall be reinstated immediately upon Licensee's cure of the applicable breach.
- VI. No Payments. For the license to use the Trademarks (as specified herein), there shall be no payments, fees, royalties or other amounts payable by Licensee to Licensor.
- VII. Representations and Warranties. Licensor represents and warrants to Licensee that it (i) has the full power and authority to enter into this Agreement and to perform its obligations hereunder, (ii) has the right to grant to Licensee the rights and licenses to use the Trademarks in accordance with this Agreement, without the need for any licenses, releases, consents, approvals or immunities not yet obtained and free and clear of all encumbrances; (iii) has not entered into, nor shall it enter into, any contract that would prohibit or interfere with the full performance of its obligations under this Agreement or with the full enjoyment by Licensee of the rights granted to it under this Agreement; (iv) owns all right, title and interest in the Trademarks; and (v) there are no pending claims or notices from a third party that the use or display of the Trademarks infringes such third party's intellectual property rights. Licensee represents and warrants to Licensor that it has the full power and authority to enter into this Agreement and to perform its obligations hereunder.
- VIII. Indemnification.
- 8.1. Indemnification by Licensor. Licensor shall indemnify, defend and hold harmless Licensee and its Affiliates and their directors, officers, employees and agents ("Licensee Indemnified Parties") from and against all liabilities, damages and expenses (including reasonable attorneys' fees) to the extent arising or resulting from any claim by an unaffiliated third party against a Licensee Indemnified Party asserting a breach, or a claim that, if true, would be a breach, of any representation, warranty or covenant of Licensor hereunder or otherwise disputing Licensee's or its Affiliates' rights to use the Trademarks as provided for in this Agreement.
- 8.2. Indemnification by Licensee. Licensee shall indemnify, defend, and hold harmless Licensor and its directors, officers, employees and agents ("Licensor Indemnified Parties") from and against all liabilities, damages and expenses (including reasonable attorneys' fees) to the extent arising or resulting from any claim by an unaffiliated third party against a Licensor Indemnified Party asserting a breach, or a claim that, if true, would be a breach, of any representation, warranty or covenant of Licensee hereunder.
- IX. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, LICENSOR HEREBY DISCLAIMS UNDER THIS AGREEMENT ANY AND ALL OTHER EXPRESS WARRANTIES OF ANY KIND OR NATURE AND ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN ARTICLE VIII, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT

LIMITATION, FOR LOSS OF PROFITS), WHETHER OR NOT FORSEEABLE. NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT EITHER PARTY'S RIGHTS AND REMEDIES UNDER THE PURCHASE AGREEMENT.

- X. Assignability. Licensee will not assign this Agreement to any third party without the express written consent of Licensor; provided that Licensee may assign its rights under this Agreement without the prior written consent of Licensor to any of its Affiliates so long as the Licensee provides prior notice of such transaction and the Affiliate agrees in writing to comply with the terms and conditions of this Agreement.
- XI. Notices. The provisions of Section 10.17 of the Purchase Agreement with respect to Notices shall be incorporated herein *mutatis mutandis*, with Licensee to be given notice as set forth in Section 10.17(a) for Buyer, including a copy to counsel, and Licensor to be given notice as set forth in Section 10.17(b) for any Seller, including a copy to counsel.
- XII. Miscellaneous.
- 12.1. Entire Agreement. This Agreement constitutes the entire agreement between Licensor and Licensee with respect to the licensing arrangement set forth herein and supersedes any previous agreement between the Parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts (including facsimile counterparts), each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.
- 12.2. Waiver; Amendment; Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless in writing and signed by the Party against whom enforcement of such waiver, amendment or modification is sought. No failure or delay by either Party in exercising any right, power or remedy with respect to any of the provisions of this Agreement shall operate as a waiver thereof.
- 12.3. Severability. The provisions of this Agreement are severable, and should any provisions be determined, by agreement of the Parties or by a court of competent jurisdiction, to be invalid, illegal, or unenforceable, the Parties and the court shall have the right to modify the provision, within the original intent of the Parties, to make the provision valid and enforceable; provided, however, that nothing in this section shall permit this Agreement or the conduct of Licensee to impair the value of or to invalidate the Trademarks. In the event any provision of this Agreement is modified pursuant to the terms of a valid and enforceable court order, the Parties agree in good faith to modify this Agreement to account for such modification in a manner that complies with applicable law. Moreover, the remainder of this Agreement shall remain in full force and effect.
- 12.4. Governing Law; Jurisdiction and Venue. This Agreement and all of its provisions shall be governed by and interpreted in accordance with the laws of the State of Delaware, as applicable to contracts executed and delivered in Delaware between Delaware residents and which are to be performed wholly within Delaware, without regard to principles of conflicts of law.
- 12.5. No Agency Created. The Parties are independent contractors. This Agreement does not make either Party the legal representative, agent, joint venturer, or partner of the other. Neither Party will have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name of the other Party, except as specifically set forth in the Agreement.

[Signature page(s) follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

SkillStorm Commercial Services, LLC ("Licensor")

Skillstorm, Inc. ("Licensee")

BY: \_\_\_\_\_

BY: *[Signature]*

TITLE: \_\_\_\_\_

TITLE: President and Chief Executive Officer

DATE: \_\_\_\_\_

DATE: 6/28/10

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and effective as of the day and year first written above.

SkillStorm Commercial Services, LLC ("Licensor")

Skillstorm, Inc. ("Licensee")

BY: [Signature]

BY: \_\_\_\_\_

TITLE: CEO

TITLE: President and Chief Executive Officer

DATE: 6/28/10

DATE: \_\_\_\_\_



EXHIBIT A

TRADEMARKS:

SKILLSTORM (words only)

