

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM356765

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BAE SYTEMS INFORMATION SOLUTIONS INC.		07/25/2015	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	BAE Systems Information and Electronic Systems Integration Inc.		
Street Address:	4075 WILSON BOULEVARD		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22203		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3003967	XTS	
CORRESPONDENCE DATA			
Fax Number:	619-702-68		
<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:	619-685-3055		
Email:	jenkins@scmv.com		
Correspondent Name:	Seltzer Caplan McMahon Vitek		
Address Line 1:	750 B Street, Suite 2100		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Emma Jenkins		
SIGNATURE:	/EJJ/		
DATE SIGNED:	09/29/2015		
Total Attachments: 4			
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OP \$40.00 3003967

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** (this "Assignment") is made and entered into as of the 25th day of July, 2015, by and between BAE Systems Information Solutions Inc., a Virginia corporation ("Assignor"), and BAE Systems Information and Electronic Systems Integration Inc., a Delaware corporation ("Assignee").

RECITALS

A. Assignor and Assignee are parties to that certain Asset Transfer Agreement dated as of July 25, 2015 (the "Asset Transfer Agreement"), by and among Assignor, Assignee and the other parties thereto, pursuant to which Assignor has agreed to transfer, convey, assign and deliver to Assignee and Assignee has agreed to accept and acquire from Assignor, all of the trademarks and trademark applications listed on Schedule A hereto (the "Transferred Trademarks").

B. The Asset Transfer Agreement provides that as a condition to the consummation of the transactions contemplated thereby, each of Assignor and Assignee shall execute and deliver this Assignment to the other party.

NOW, THEREFORE, in consideration of the transactions contemplated in the Asset Transfer Agreement and the covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Unless otherwise defined herein, capitalized terms shall have the meanings set forth in the Asset Transfer Agreement.

2. Assignment. Subject to Section 3 of this Assignment, Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Transferred Trademarks, together with the goodwill, if any, of the Transferred Businesses associated therewith and which is symbolized thereby, and Assignee hereby accepts such assignment, transfer and conveyance. Assignor further assigns, transfers and conveys to Assignee all rights, if any and subject to any license agreement or other Contract with a third party, of Assignor to bring an action, whether at law or in equity, against any third party for infringement or other misuse of any of the Transferred Trademarks, including, without limitation, all common law rights with respect thereto, the right to bring an action for past, present and future infringement, dilution, or other misappropriation, or misuse, and all rights to recover damages, profits and injunctive relief for infringement, dilution, or other misappropriation, or misuse, and Assignee hereby accepts such assignment, transfer and conveyance.

3. Incorporation of Asset Transfer Agreement. This Assignment is being delivered pursuant to, and is subject to all the terms of, the Asset Transfer Agreement, the terms and conditions of which are hereby incorporated into this Assignment by this reference. This

Assignment is made without representation or warranty, except as and to the extent provided in the Asset Transfer Agreement.

4. Successors and Assigns. All of the terms and provisions of this Assignment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

5. No Third-Party Beneficiaries. This Assignment is for the sole benefit of the parties hereto and their successors and assigns, and nothing herein expressed or implied shall give or be construed to give to any Person, other than the parties hereto and such successors and assigns, any legal or equitable rights, remedy or claim hereunder.

6. Governing Law. Any controversy or claim arising out of or relating to this Assignment shall be handled in accordance with Section 10.1 of the Asset Transfer Agreement. This Assignment shall be governed by the substantive laws of the State of Delaware without regard to its conflicts of laws principles.

7. Counterparts. This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

8. Headings. The headings contained in this Assignment are for reference purposes only and shall not affect in any way the meaning or interpretation of this Assignment.

[Signature Page Follows on Next Page]

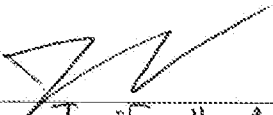
IN WITNESS WHEREOF, the parties hereto have caused this Assignment of Trademarks to be executed by their duly authorized representatives as of the date first above written.

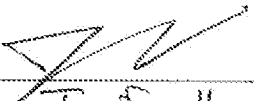
Assignor:

Assignee:

BAE Systems Information Solutions Inc.

**BAE Systems Information and Electronic
Systems Integration Inc.**

By: 
Name: Jennifer H. Allen
Title: Authorized Signatory

By: 
Name: Jennifer H. Allen
Title: Authorized Signatory

Signature Page to Assignment of Trademarks

SCHEDULE A
Transferred Trademarks

Registered Trademarks. The following registered trademarks:

<i>Trademark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Reg. No.</i>	<i>Reg. Date</i>
CLEARFLITE	IS	U.S.	2,552,246	March 26, 2002
DECISION SUPPORT FRAMEWORK	IS	U.S.	4,215,571	September 25, 2012
GXP	IS	U.S.	3,455,165	June 24, 2008
GXP XPLOER	IS	U.S.	4,276,373	January 15, 2013
MULTIPOINT	IS	U.S.	4,135,695	May 1, 2012
SOCET GXP	IS (as successor to BAE Systems National Security Solutions Inc.)	Canada	TMA 689,593	June 12, 2007
SOCET GXP	IS	U.S.	3,146,208	September 19, 2006
SOCET SET	IS	Canada	TMA 628,157	December 10, 2004
SOCET SET	IS	E.U.	003351475	April 1, 2005
SOCET SET	IS	U.S.	1,802,594	November 2, 1993
SOCET SET & Design	IS (as successor to BAE Systems National Security Solutions Inc.)	Canada	TMA 635,116	March 14, 2005
TOP TEST	IS	U.S.	2,165,572	June 16, 1998
TOP TEST (drawing)	IS	U.S.	2,213,837	December 29, 1998
TOP TEST (drawing)	IS	U.S.	2,165,572	June 16, 1998
VISUAL ATLAS	IS	U.S.	2,218,175	January 19, 1999
XTS	IS	U.S.	3,003,967	October 4, 2005

Trademark Applications. The following trademark applications:

<i>Trademark</i>	<i>Owner</i>	<i>Jurisdiction</i>	<i>Serial No.</i>	<i>Filing Date</i>
GXP WEBVIEW	IS	U.S.	86/105,814	October 30, 2013
Nephronmaxx	IS	U.S.	85/548,105	February 21, 2012