

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM457275

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Thornton Tomasetti Defence Ltd.		05/18/2017	Limited Company: UNITED KINGDOM
RECEIVING PARTY DATA			
Name:	THORNTON TOMASETTI, INC.		
Street Address:	51 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	87071387	PUMPKIN	
CORRESPONDENCE DATA			
Fax Number:	2124843990		
<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:	2124843900		
Email:	tmdocket@arentfox.com		
Correspondent Name:	Arent Fox LLP		
Address Line 1:	1675 Broadway		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	024968.00092		
NAME OF SUBMITTER:	Marylee Jenkins		
SIGNATURE:	/Marylee Jenkins/		
DATE SIGNED:	01/08/2018		
Total Attachments: 4			
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WORLDWIDE ASSIGNMENT OF TRADEMARKS

This **WORLDWIDE ASSIGNMENT OF TRADEMARKS** ("Assignment"), dated as of May 18, 2017, is made between Thornton Tomasetti Defence Limited ("Assignor"), a limited company located at 10-18 Union Street, London SE1 1SZ, United Kingdom and having a mailing address at P.O. Box 14488, Glenrothes, Fife, KY7 6WP, United Kingdom, and Thornton Tomasetti, Inc. ("Assignee"), a New York corporation, located at 51 Madison Avenue, New York, NY 10010 USA.

WHEREAS, Assignor is the owner of each of the trademarks, including any and all goodwill symbolized by any of the foregoing as set forth on Exhibit 1 annexed hereto (collectively, the "Trademarks"); and

WHEREAS, Assignee wishes to acquire the Trademarks from Assignor and Assignor wishes to assign the Trademarks to Assignee.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged:


1. Assignor does hereby assign unto said Assignee all right, title and interest in and to said Trademarks, together with the goodwill of the businesses connected with the use of, and symbolized by, the Trademarks; provided, that with respect to the United States intent-to-use trademark applications set forth on Exhibit 1 hereto, the transfer of such applications accompanies the transfer of Seller's business, or portion of the business to which the trademark pertains, and that business is ongoing and existing; and further including all income, royalties, and damages now and hereafter due and/or payable to Assignee in connection with the Trademarks, including, without limitation, damages and payments for past or future infringements and misappropriations thereof, all rights to sue for past, present and future infringements or misappropriations thereof, and all rights corresponding to any of the above throughout the world.

2. Assignor hereby authorizes and requests the Trademark Office Officials, and any official of any country or countries foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to Assignee, its successors, legal representatives and assigns, with respect to the Trademarks in accordance with the terms of this Assignment.

3. Assignor hereby agrees to execute upon the request of Assignee such additional instruments, documents and papers as are necessary to continue, secure, defend, record and otherwise give full effect to and to perfect the rights of Assignee under this Assignment in and to the Trademarks, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office.

4. Assignor and Assignee understand and agree that this Assignment supersedes any previous assignments of the Trademarks executed by Assignor, whether or not such assignments were recorded by the United States Patent and Trademark Office, and that any such previous assignments have been rendered void or otherwise legally rescinded by Assignor prior to the execution of this Assignment.

[Signature Page Follows]

<u>ASSIGNOR:</u>	<u>ASSIGNEE:</u>
THORNTON TOMASETTI DEFENCE LIMITED	THORNTON TOMASETTI INC.
By: 	By: _____
Name: <i>William R. Thompson</i>	Name: _____
Title: <i>Director European Operations</i>	Title: _____
Date: May 18, 2017	Date: _____

<u>ASSIGNOR:</u>	<u>ASSIGNEE:</u>
THORNTON TOMASETTI DEFENCE LIMITED	THORNTON TOMASETTI, INC.
By: _____	By: <u>Raymond P Daddazio</u>
Name:	Name: Raymond P. Daddazio
Title:	Title: President
Date:	Date: May 18, 2017

Exhibit 1

TRADEMARK APPLICATIONS AND REGISTERED TRADEMARKS

Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Mark
United States	87/071387	6/14/16	N/A (Pending)	N/A (Pending)	PUMPKIN
Canada	1787069	6/15/16	N/A (Pending)	N/A (Pending)	PUMPKIN
European Union	015510357	6/6/16	015510357	1/23/17	PUMPKIN