

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM486643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Black Box Corporation of Pennsylvania d/b/a Black Box Network Services		08/02/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	NextiraOne Federal, LLC		
Street Address:	510 Spring Street		
Internal Address:	Suite 200		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20170		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	87845421	ACUITY	
Serial Number:	87845440	ACUITY MDC	
CORRESPONDENCE DATA			
Fax Number:	4125621041		
<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:	412-562-1637		
Email:	vicki.cremonese@bipc.com		
Correspondent Name:	Michael L. Dever		
Address Line 1:	301 Grant Street		
Address Line 2:	20th Floor		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15219		
ATTORNEY DOCKET NUMBER:	0028225-001959		
NAME OF SUBMITTER:	Michael L. Dever		
SIGNATURE:	/Michael L. Dever/		
DATE SIGNED:	08/20/2018		
Total Attachments: 4			

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment"), dated as of the later of the dates set forth on the signature page below, is made by Black Box Corporation of Pennsylvania d/b/a Black Box Network Services, a Delaware corporation having a principal place of business at 1000 Park Drive, Lawrence, PA 15055 ("Assignor") in favor of NextiraOne Federal, LLC, a Delaware limited liability company having a principal place of business at 510 Spring Street, Suite 200, Herndon, VA 20170 ("Assignee").

WHEREAS, Assignor is the owner of all right, title and interest in certain marks, trademark applications, and trademark registrations set forth in the attached Schedule A (the "Trademarks"); and

WHEREAS, Assignor has agreed to assign and Assignee has agreed to accept said Trademarks, including the goodwill associated therewith.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties hereto, Assignor does hereby irrevocably convey, sell, transfer, and assign to Assignee, and Assignee accepts, all of Assignor's right, title and interest in and to the following:

- a) the Trademarks and all issuances, extensions, and renewals thereof (the "Assigned Trademarks"), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademarks; provided that, with respect to the United States intent-to-use trademark applications set forth on Schedule A hereto, the transfer of such applications accompanies the transfer of Assignor's business, or that portion of the business to which such Trademarks pertain, and that business is ongoing and existing;
- b) all rights of any kind whatsoever of Assignor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;
- c) 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
- d) 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, violations, 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.

Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Assignment upon request by Assignee.

Following the date hereof, upon Assignee's reasonable request, and at Assignee's sole cost and expense, Assignor shall take such steps and actions, and provide such cooperation

and assistance to Assignee 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 reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Trademarks to Assignee, or any assignee or successor thereto. If the Assignee is unable, after reasonable effort, to secure the Assignor's signature on any such documentation for any reason whatsoever, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as such Assignor's agent and attorney-in-fact, to act for and in such Assignor's behalf and stead to execute and file any such documents and to do all other lawfully permitted acts to further the prosecution, issuance and perfection of the Assigned Trademarks or any other legal protection thereon with the same legal force and effect as if executed by such Assignor.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument. A signature sent by electronic means, including facsimile transmission or e-mail, shall be as binding as delivery of a manually executed copy of this Assignment.

This Assignment reflects the entire understanding of the parties hereto relating to the sale, assignment, transfer, conveyance and delivery of the Assigned Trademarks from Assignor to Assignee, and supersedes all prior agreements and understandings between the parties hereto regarding the subject matter of this Assignment.

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

This Assignment is to be governed by, and construed and enforced in accordance with, the laws of the State of Delaware, without regard to its rules of conflict of laws.


The parties hereto submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware, provided that if jurisdiction is not then available in such court, then to the jurisdiction of any federal court located in the State of Delaware in respect of the interpretation and enforcement of the provisions of this Assignment and waive, and will not assert, any defense in any action for the interpretation or enforcement of this Assignment, that they are not subject to the courts' jurisdiction or that the action may not be brought or is not maintainable in such courts or that this Assignment may not be enforced in or by such courts or that their respective property is exempt or immune from execution, that the action is brought in an inconvenient forum or that the venue of the action is improper.

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed by their authorized representatives set forth below.

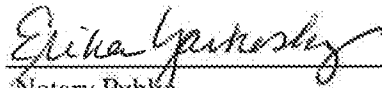
ASSIGNOR:

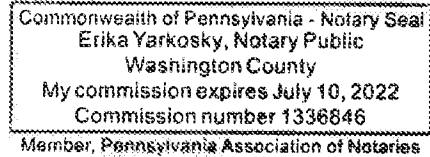
Black Box Corporation of Pennsylvania d/b/a
Black Box Network Services

By: 
Name: David J. Russo
Title: President and Treasurer
Date: August 2, 2018

COMMONWEALTH OF PENNSYLVANIA :
: SS:
COUNTY OF WASHINGTON :

On this 2nd day of August, 2018, before me personally came David J. Russo to me known, who being duly sworn, did depose and say that he is President and Treasurer of Black Box Corporation of Pennsylvania d/b/a Black Box Network Services and that he executed the above Assignment on behalf of Black Box Corporation of Pennsylvania d/b/a Black Box Network Services.



Notary Public



Accepted and agreed to:

ASSIGNEE:

NextiraOne Federal LLC

By: 
Name: Ronald Basso
Title: Vice President and Secretary
Date: August 2, 2018

SCHEDULE A

MARK	COUNTRY.	SER. NO.	FILING DT.
ACUITY	United States	87/845,421	03/22/2018
ACUITY MDC	United States	87/845,440	03/22/2018