

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM532419

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Riptide Autonomous Solutions, LLC		05/31/2019	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BAE Systems Information and Electronic Systems Integration Inc.		
Street Address:	PO Box 868		
Internal Address:	NHQ1-719		
City:	Nashua		
State/Country:	NEW HAMPSHIRE		
Postal Code:	03061-0868		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	5650226	μUUV	
Serial Number:	87477299	MICRO-UUV	
Registration Number:	5378559	RIPTIDE AUTONOMOUS SOLUTIONS	
Registration Number:	5370067		
CORRESPONDENCE DATA			
Fax Number:	6038852167		
<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:	603-885-7702		
Email:	gloria.abbasciano@baesystems.com		
Correspondent Name:	Gloria Abbasciano		
Address Line 1:	PO Box 868		
Address Line 2:	NHQ1-719		
Address Line 4:	Nashua, NEW HAMPSHIRE 03061-0868		
NAME OF SUBMITTER:	Gloria Abbasciano		
SIGNATURE:	/Gloria Abbasciano/		
DATE SIGNED:	07/18/2019		
Total Attachments: 6			

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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Assignment"), dated as of May 31, 2019, is entered into by and between BAE Systems Information and Electronic Systems Integration Inc., a Delaware corporation ("Assignee"), and Riptide Autonomous Solutions, LLC, a Delaware limited liability company ("Assignor"). Assignor and Assignee are each referred to individually as a "Party" and collectively as the "Parties." Capitalized terms used and not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

RECITALS

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of April 12, 2019, by and among Assignor, Assignee and the Equityholders (the "Purchase Agreement");

WHEREAS, Assignor is the exclusive owner of all right, title and interest in and to the Company Owned Intellectual Property; and

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign the Company Owned Intellectual Property to Assignee and Assignee has agreed to accept such assignment.

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts, all right, title and interest in and to, the Company Owned Intellectual Property, free and clear of all Encumbrances other than Permitted Encumbrances, including, without limitation, any and all patents, trademarks, trade secrets, and copyrights therein, with all of the goodwill appertaining thereto, including but not limited to the Company Owned Intellectual Property set forth on Exhibit A attached hereto and made a part hereof.

2. Assignor agrees, at Assignee's request and without further consideration therefor, to execute, acknowledge, and deliver to Assignee such other instruments of conveyance and transfer and to take such other actions and execute and deliver such other documents, certifications, and further assurances as Assignee may reasonably request in order to carry out the transfer of the Company Owned Intellectual Property, conveyed herein.

3. This Assignment is made subject to the terms of the Purchase Agreement, which terms are incorporated herein by this reference, and Assignor acknowledges and agrees that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall remain in full force and effect to the full extent provided therein. In the event of a conflict between the terms and conditions of this Assignment and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. If any provision of this Assignment, or the application of such provision to any person or

circumstance, shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision hereof. Notwithstanding anything to the contrary in this Agreement, nothing herein is intended to, nor shall it: (a) extend, amplify or otherwise alter any representation, warranty, covenant or obligation contained in the Purchase Agreement; or (b) limit any of the rights or remedies available to Assignor or Assignee under the Purchase Agreement.

4. This Assignment may be executed in two or more counterparts and may be delivered by facsimile, .pdf or other electronic submission, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to rules governing the conflict of laws.

6. This Assignment shall be binding upon and inure to the benefit of Assignee and Assignor and their respective successors and permitted assigns under the Purchase Agreement. This Assignment may not otherwise be assigned by any party hereto without the prior written consent of the other party hereto except as and to the extent the Purchase Agreement may be assigned in accordance with its terms. Further, nothing set forth herein shall be deemed to constitute any person or entity as a third party beneficiary of this Assignment.

7. This Assignment may not be amended or modified except by an instrument in writing signed by Assignee and Assignor.

[SIGNATURES APPEAR ON NEXT PAGE]

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

ASSIGNOR:

RIPTIDE AUTONOMOUS SOLUTIONS,
LLC

By: 

Name: Sarah Smith

Title: Chief Administrative Officer

ASSIGNEE:

BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION
INC.

By: _____

Name:

Title:

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

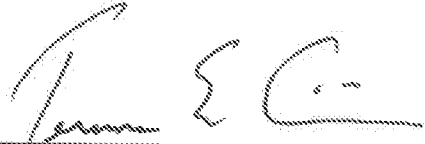
ASSIGNOR:

RIPTIDE AUTONOMOUS SOLUTIONS,
LLC

By: _____
Name: Sarah Smith
Title: Chief Administrative Officer

ASSIGNEE:



BAE SYSTEMS INFORMATION AND
ELECTRONIC SYSTEMS INTEGRATION
INC.

By:  _____
Name: Terence E. Crimmins
Title: President

Schedule A

Company Owned Intellectual Property

Trademarks:

Trademark	Status/Key Dates	Goods/Services	Owner
<p>μUUV and Design</p>  <p>RN: 5650226 SN: 87478483</p>	<p>Registered January 8, 2019 Int'l Class: 12 First Use: June 1, 2016 Filed: June 7, 2017</p>	<p>(Int'l Class: 12) unmanned maritime vehicles, namely, autonomous undersea vehicles</p>	<p>Riptide Autonomous Solutions, LLC (Delaware Limited Liability Company) 36 Farmside Drive Pembroke Massachusetts 02359</p>
<p>MICRO-UUV</p> <p>SN: 87477299</p>	<p>Pending - Non-Final Action Mailed Supplemental Register October 22, 2018 Int'l Class: 12 First Use: June 1, 2016 Filed: June 6, 2017</p>	<p>(Int'l Class: 12) unmanned maritime vehicles, namely, autonomous undersea vehicles</p>	<p>Riptide Autonomous Solutions, LLC (Delaware Limited Liability Company) 36 Farmside Drive Pembroke Massachusetts 02359</p>
<p>RIPTIDE AUTONOMOUS SOLUTIONS</p> <p>RN: 5378559 SN: 87477212</p> <p>Disclaimer: "AUTONOMOUS SOLUTIONS"</p>	<p>Registered January 16, 2018 Int'l Class: 12 First Use: January, 2016 Filed: June 6, 2017</p>	<p>(Int'l Class: 12) unmanned maritime vehicles, namely, autonomous undersea vehicles</p>	<p>Riptide Autonomous Solutions, LLC (Delaware Limited Liability Company) 36 Farmside Drive Pembroke Massachusetts 02359</p>
<p>Design Only</p>  <p>RN: 5370067 SN: 87486258</p>	<p>Registered January 2, 2018 Int'l Class: 12 First Use: January, 2016 Filed: June 13, 2017</p>	<p>(Int'l Class: 12) unmanned maritime vehicles, namely, autonomous undersea vehicles</p>	<p>Riptide Autonomous Solutions, LLC (Delaware Limited Liability Company) 36 Farmside Drive Pembroke Massachusetts 02359</p>

Domain Name:

www.riptideas.com

Patents:

Application Number:	15/630,552	Correspondence Address Customer Number:	5409
Filing or 371 (c) Date:	06-22-2017	Status:	Response to Non-Final Office Action Entered and Forwarded to Examiner
Application Type:	Utility	Status Date:	02-03-2019
Examiner Name:	WIEST, ANTHONY D	Location:	ELECTRONIC
Group Art Unit:	3617	Location Date:	-
Confirmation Number:	1067	Earliest Publication No:	US 2017-0369137 A1
Attorney Docket Number:	RIPAS.51677-NY	Earliest Publication Date:	12-28-2017
Class / Subclass:	114/331	Patent Number:	-
First Named Inventor:	Jeffrey M. Smith , Pembroke, MA (US) all Inventors	Issue Date of Patent:	-
First Named Applicant:	Riptide Autonomous Solutions, LLC , Pembroke, MA (US) all Applicants	International Registration Number (Hague):	-

Undersea High-Pressure Shaft Cartridge Seal

Unfiled – in process