

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM652881

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jeffrey Scott Denniston		06/09/2021	INDIVIDUAL: UNITED STATES
RECEIVING PARTY DATA			
Name:	Warrior Technology LLC		
Street Address:	2303 Dulles Station Road		
City:	Herndon		
State/Country:	VIRGINIA		
Postal Code:	20171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4539261	WT WARRIOR TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	6178781345		
<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:	6175735850		
Email:	elizabeth.burkhard@hklaw.com		
Correspondent Name:	Elizabeth Burkhard/Holland & Knight LLP		
Address Line 1:	10 St. James Avenue, 11th Floor		
Address Line 4:	Boston, MASSACHUSETTS 02116		
ATTORNEY DOCKET NUMBER:	129580.00001		
NAME OF SUBMITTER:	Elizabeth Burkhard		
SIGNATURE:	/Elizabeth Burkhard/		
DATE SIGNED:	06/09/2021		
Total Attachments: 5			
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OP \$40.00 4539261

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Agreement") is entered into as of June 9, 2021, by and among Jeffrey Scott Denniston DBA Warrior Technology LLC, a United States citizen (the "Assignor"), and Warrior Technology LLC, a Delaware limited liability company (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor owns all right, title and interest in and to the trademark listed on Schedule A hereto, (hereinafter, the "Mark") and the United States Patent and Trademark Office registration pertaining thereto (hereinafter, the "Registration");

WHEREAS, William Greene, Christopher Bickell and Jeffrey Denniston (together, the "Sellers") have entered into that certain Membership Interest Purchase Agreement (the "Purchase Agreement"), dated as of even date herewith, pursuant to which, among other things, the Sellers have agreed to cause Assignor to sell, convey, assign, transfer and deliver to the Assignee, and the Assignee hereby agrees to acquire, accept and take from the Assignor, the Mark and Registration; and

WHEREAS, the Assignee desires to acquire Assignor's entire right, title and interest in and to the Mark and the Registration, and the goodwill associated with the business symbolized by the Mark.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereto mutually agree as follows:

This Agreement, effective as of the later of the signature dates set forth below, shall be binding upon the parties, their successors and assigns, and all other acting by, through, with or under their direction, and all those in privity with them.

1. Assignment. Assignor hereby sells, assigns and transfers over to Assignee, without reservation, all of Assignor's right, title and interest in and to the Mark and the Registration, and the goodwill associated with the business symbolized by the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives, together with income, royalties, damages or payments due on or after the date hereof.

2. Infringements. Assignor further assigns to Assignee the right to sue and recover for past, present and future infringements, and all rights corresponding thereto for the Mark and the Registration.

3. Further Assurances. The Assignor further covenants and agrees that it shall execute such other and further instruments and documents as the Assignee may reasonably request to carry into effect or to evidence further the transfer of the Mark and the Registration to the Assignee. The Assignee further covenants and agrees that it shall execute such other and further instruments and documents as the Assignor may reasonably request to carry into effect or to evidence further the assumption of the Mark and Registration by the Assignee.

4. Governing Law. This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Delaware, without giving effect to the conflicts of law rules thereof. Each of Assignor and Assignee hereby irrevocably submit to the exclusive jurisdiction of the courts of the State of Delaware and the United States District Court for the District of Delaware in respect of the interpretation and enforcement of the provisions of this Agreement and of the documents referred to in this Agreement, and hereby waive, and agree not to assert, as a defense in any action, suit or proceeding for the interpretation or enforcement hereof or of any such document, that it is not subject thereto or that such action, suit or proceeding may not be brought or is not maintainable in said courts or that the venue thereof may not be appropriate or that this Agreement or any of such document may not be enforced in or by said courts, and the parties hereto irrevocably agree that all claims with respect to such actions or proceedings shall be heard and determined in such a court.

5. Counterparts. This Agreement may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that all parties need not sign the same counterpart. Signatures delivered by facsimile transmission or electronic mail (as a Portable Document Format (PDF) file) to another party hereto shall have the same force and effect as any other delivery of a manually signed counterpart of this Agreement.

6. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

(Signature Page Follows)

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto as of the date first above written.

ASSIGNEE:

WARRIOR TECHNOLOGY LLC

By:  _____
Name: Joseph White
Title: Chief Financial Officer

IN WITNESS WHEREOF, this Agreement has been duly authorized and executed by the parties hereto as of the date first above written.

ASSIGNOR:

DocuSigned by:
Jeff Denniston
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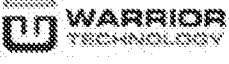
Jeffrey Scott Denniston

[Signature Page to the Trademark Assignment]

TRADEMARK
REEL: 007321 FRAME: 0627

SCHEDULE A

Trademark Registration

<u>Mark</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
 WARRIOR TECHNOLOGY	85849550	Feb. 14, 2013	4539261	May 27, 2014

[Schedule A to the Trademark Assignment]