

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Dive Technologies Inc.		08/04/2022	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Anduril Industries, Inc.		
<b>Street Address:</b>	1375 Sunflower Ave.		
<b>City:</b>	Costa Mesa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	92626		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90876586	DIVE TECHNOLOGIES	
<b>Serial Number:</b>	90876624	DIVE TECHNOLOGIES	
<b>Serial Number:</b>	90876629	DIVE-LD	
<b>Serial Number:</b>	97354291	DIVE-XL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
	<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>		
<b>Phone:</b>	8167531000		
<b>Email:</b>	jwillard@polsinelli.com, uspt@polsinelli.com		
<b>Correspondent Name:</b>	Joy Willard		
<b>Address Line 1:</b>	900 W. 48th Place, Suite 900		
<b>Address Line 4:</b>	Kansas City, MISSOURI 64112		
<b>ATTORNEY DOCKET NUMBER:</b>	116358-721316		
<b>NAME OF SUBMITTER:</b>	Joy Willard, Paralegal		
<b>SIGNATURE:</b>	/Joy Willard/		
<b>DATE SIGNED:</b>	09/06/2022		
<b>Total Attachments: 6</b>	source=Trademark Assignment_2022.08.19_signed by notarized#page1.tif		

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## TRADEMARK ASSIGNMENT

This Trademark Assignment Agreement (this "*Agreement*") is made effective as of August 4, 2022, (the "*Effective Date*"), by and between Dive Technologies Inc., a Delaware corporation, having its principal office at 258 Willard Street, Quincy MA 02169, USA ("Dive"), and Anduril Industries, Inc. a Delaware corporation having its principal office at 1375 Sunflower Ave, CA 92626, USA ("*Anduril*"). Throughout this Agreement, Dive and Anduril may each be referred to as a "Party", or collectively, the "Parties."

### RECITALS

WHEREAS, Dive owns the trademarks, together with their respective applications and registrations listed in Schedule 1, attached hereto (collectively, the "*Marks*").

WHEREAS, Dive wishes to sell and assign to Anduril, and Anduril wishes to purchase from Dive all of Dive's right, title, and interest in and to the Marks, including all goodwill associated with the Marks.

WHEREAS, under the terms of that certain Merger Agreement between Dive and Anduril effective January 27, 2022 (the "*Merger Agreement*"), Dive has conveyed, transferred, and assigned to Anduril, among other assets, all of its intellectual property, and has agreed to execute and deliver this Agreement, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions worldwide.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. Assignment of the Marks to Anduril.

*1.1 Assignment.* The Dive irrevocably assigns, grants, and transfers to Anduril, all of the Dive's right, title, and interest in and to the Marks, including all common law rights, and any trademark registrations and applications, together with all of the goodwill associated with the Marks, and the right to sue third parties for and recover damages from future infringement of the Marks, the same to be held and enjoyed by Anduril for his own, exclusive use and enjoyment and the use and enjoyment of his successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Dive if this assignment had not been made (the "*Assignment*").

*1.2 Perfection of Ownership.* To the extent that the Dive is seeking to perfect the ownership of the Marks and the Dive's ownership of the Marks has not been perfected by the Effective Date, Dive agrees to promptly assign ownership of the Marks to Anduril, in accordance with the terms of this Agreement, as soon as such ownership has been perfected. Dive further agrees to take all steps necessary to promptly expedite any perfection of its ownership in and to the Marks. Dive hereby authorizes the Commissioner for Trademarks of the United States, and

any official of any other country empowered to issue trademark registrations, to record this Assignment, and to issue or transfer said Marks to Anduril as the owner of all right, title, and interest therein, or otherwise as Anduril may direct, in accordance with the terms of the Assignment.

2. **Payment.** In full consideration for the Assignment and the rights granted to Anduril by this Agreement, Anduril will pay to Dive a one-time payment in the grand total sum of One Hundred U.S. Dollars (\$100.00).

3. **Representations and Warranties.** Each of Anduril and Dive represents and warrants that the individual signing this Agreement on its behalf is fully authorized to do so. Dive further represents and warrants that:

- (a) it has not granted any person or entity any currently subsisting or future right, title, or interest in or to the Marks; and
- (b) the Marks are not subject to any third-party lien or other encumbrance.

4. **Entire Agreement.** This Agreement contains the entire understanding of the parties as to its subject matter. This Agreement cannot be modified or otherwise changed except in a writing signed by both parties.


5. **Execution.** The Agreement may be executed in one or more counterparts, each of which will be deemed an original, all of which together will constitute one and the same instrument, without affecting the validity hereof. Scanned and/or electronic signatures shall be deemed binding for all purposes.

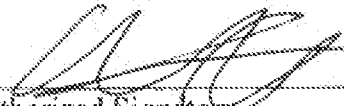
*[Signatures Appear on the Following Page]*

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment Agreement as of the Effective Date.

**DIVE TECHNOLOGIES INC.**  
*a Delaware corporation*

**ANDURIL INDUSTRIES, INC.**  
*a Delaware corporation*

By:   
Authorized Signatory

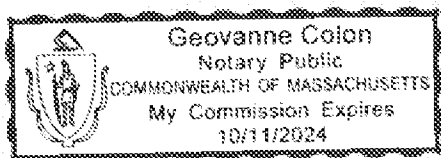
By:   
Authorized Signatory

Bill Lebo  
Name

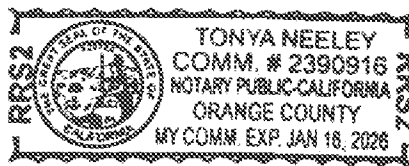
Babak Siavoshy  
Name

General Manager  
Title

Chief Legal Counsel  
Title







**SCHEDULE 1**

<b>Jurisdiction</b>	<b>Trademark</b>	<b>Class</b>	<b>App./Reg. No.</b>
Australia	DIVE TECHNOLOGIES	12, 39, 42	1643751
Australia	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	1643342
Australia	DIVE-LD	12, 39, 42	1644190
Canada	DIVE TECHNOLOGIES	12, 39, 42	1643751
Canada	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	1643342
Canada	DIVE-LD	12, 39, 42	1644190
European Union (Community)	DIVE TECHNOLOGIES	12, 39, 42	1643751
European Union (Community)	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	1643342
European Union (Community)	DIVE-LD	12, 39, 42	1644190
India	DIVE TECHNOLOGIES	12, 39, 42	1643751
India	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	1643342
India	DIVE-LD	12, 39, 42	1644190
WIPO	DIVE TECHNOLOGIES	12, 39, 42	A0117804/1643751
WIPO	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	A0117969/1643342
WIPO	DIVE-LD	12, 39, 42	A0117803/1644190
United States of America	DIVE TECHNOLOGIES	12, 39, 42	90/876,586
United States of America	DIVE TECHNOLOGIES (Stylized) and Design	12, 39, 42	90/876,624

United States of America	DIVE-LD	12, 39, 42	90/876,629
United States of America	DIVE-XL	12, 39, 42	97/354,291

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Orange )

On August 4, 2022 before me, Tonya Neeley, Notary Public  
(insert name and title of the officer)

personally appeared Babak Siavoshy  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)