

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM778677

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CAES Systems Holdings LLC		01/01/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAES Systems LLC		
Street Address:	2121 Crystal Dr.		
Internal Address:	Suite 800		
City:	Arlington		
State/Country:	VIRGINIA		
Postal Code:	22202		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1679822	AMBIDEXTROUS	
CORRESPONDENCE DATA			
Fax Number:	2123108007		
<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:	2123108000		
Email:	juan.arias@weil.com		
Correspondent Name:	Jeeyoon Chung		
Address Line 1:	Weil, Gotshal & Manges LLP		
Address Line 2:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	J. Chung - 36464.0008		
NAME OF SUBMITTER:	Jeeyoon Chung		
SIGNATURE:	/Jeeyoon Chung/		
DATE SIGNED:	01/05/2023		
Total Attachments: 6			
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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (“Assignment”), dated as of January 1, 2023 (the “Effective Date”), is entered into by and between CAES Systems Holdings LLC, a Delaware limited liability company with an address at 2121 Crystal Dr., Suite 800, Arlington, VA 22202 (“Assignor”), and CAES Systems LLC, a Delaware limited liability company with an address at 2121 Crystal Dr., Suite 800, Arlington, VA 22202 (“Assignee” and, together with Assignor, the “Parties”).

WHEREAS, certain Affiliates of Assignor and Assignee have entered into that certain Stock Purchase Agreement, dated as of September 29, 2022 (the “Purchase Agreement”), by and among Jupiter Buyer, Inc., Cobham Group Limited, Cobham Holdings Inc. and Assignee; and

WHEREAS, in connection with the transactions contemplated by the Purchase Agreement, the Parties entered into that certain Contribution Agreement, dated as of January 1, 2023 (the “Contribution Agreement”), pursuant to which Assignor agreed to contribute to Assignee, and Assignee agreed to accept from Assignor, all of Assignor’s rights, titles and interests in and to the Marks (together with any and all goodwill associated therewith and symbolized thereby) set forth on Appendix A hereto (collectively, the “Transferred Trademarks”).

WHEREAS, capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Contribution Agreement and, if not defined herein or in the Contribution Agreement, in the Purchase Agreement.

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment**. Assignor hereby sells, conveys, assigns and transfers to Assignee its entire worldwide right, title and interest in and to the Transferred Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, as assignee of its respective entire right, title and interest therein, including all rights in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all causes of action (whether in law or in equity) with respect thereto, and the right to sue, counterclaim, and recover for past, present and future infringement, dilution, violation, or other unauthorized use of the rights assigned or to be assigned under this Assignment.
2. **Filing and Recordation**. The Parties agree that Assignee may, at its sole cost and expense, file and Assignor hereby authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office (the “USPTO”) or any other Governmental Authority to record and register this Assignment, or the equivalent of this Assignment to the extent required, with the USPTO or any relevant offices in non-U.S. jurisdictions as necessary to record Assignee as the assignee and owner of the Transferred Trademarks.

3. **Further Assurances.** As and when reasonably requested by either Party, the other Party shall promptly execute and deliver, or cause to be executed and delivered, all such documents, instruments and certificates and shall take, or cause to be taken, all such further or other actions as are necessary to evidence and effectuate the Assignment at the cost and expense of the Party that was required to take such action in the first instance.
4. **Successors.** This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
5. **Governing Law.**

a. This Assignment and any controversy, dispute or claim arising hereunder or related hereto (whether by contract, statute, tort or otherwise) shall be governed by and construed in accordance with the domestic Laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule or any borrowing statute, in each case, whether of the State of Delaware or any other jurisdiction, that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

b. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY HERETO MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS ASSIGNMENT, THE OTHER AGREEMENTS CONTEMPLATED HEREBY OR THE TRANSACTIONS CONTEMPLATED BY THIS ASSIGNMENT. EACH PARTY HERETO CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, (II) SUCH PARTY HERETO UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (III) SUCH PARTY HERETO MAKES THIS WAIVER VOLUNTARILY, AND (IV) SUCH PARTY HERETO HAS BEEN INDUCED TO ENTER INTO THIS ASSIGNMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.

c. The Parties submit to the exclusive jurisdiction of the Chancery Court of the State of Delaware and any state appellate court therefrom within the State of Delaware (or if the Chancery Court of the State of Delaware declines to accept jurisdiction over a particular matter, any federal court sitting in the State of Delaware and any federal appellate court therefrom) in respect of the interpretation and enforcement of the provisions of this Assignment and any related agreement, certificate or other document delivered in connection herewith and by this Assignment waive, and agree not to assert, any defense in any action for the interpretation or enforcement of this Assignment and any related agreement, certificate or other document delivered in connection herewith that they are not subject to such jurisdiction or that such 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, that the action is brought in an inconvenient forum, or that the venue of the action is improper.

d. Each Party agrees that service in person or by certified or by nationally recognized overnight courier to its principle place of business shall constitute valid in personam service upon such Party and its successors and assigns in any proceeding commenced pursuant to this Section 5. Each Party hereby acknowledges that this is a commercial transaction, that the foregoing provisions for service of process and waiver of jury trial have been read, understood and voluntarily agreed to by each Party and that by agreeing to such provisions each Party is waiving important legal rights.

6. **Counterparts**. This Assignment may be executed in counterparts (including by means of facsimile or electronic transmission), each of which shall be deemed an original but all of which together will constitute one and the same instrument.
7. **Severability**. Whenever possible, each provision of this Assignment shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Assignment is held to be invalid, illegal or unenforceable in any respect under any applicable Law by which this Assignment is governed, such invalidity, illegality or unenforceability shall not affect any other provision; provided, that such provision shall be construed to give effect to the Parties' intent regarding such provision to the maximum extent permitted by applicable Law.
8. **Headings**. The section headings contained in this Assignment are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Assignment.
9. **Amendments and Waivers**. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by Assignor and Assignee. No waiver by any Party of any provision of this Assignment or any default, misrepresentation or breach of warranty or covenant hereunder, whether intentional or not, shall be valid unless the same shall be in writing and signed by the Party making such waiver, nor shall such waiver be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.
10. **Entire Agreement; Conflicts**. This Assignment, including the Appendix hereto, the Contribution Agreement and the Purchase Agreement, constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior understandings, agreements or representations by or among the Parties, written or oral, to the extent they relate in any way to the subject matter hereof. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment, express or implied, is intended to or shall (or shall be construed or deemed to) modify, expand or limit in any way the provisions of the Contribution Agreement or the Purchase Agreement. In the event of any conflict, ambiguity or inconsistency between: (a) any provision of this Assignment, on the one hand, and any provision of the Contribution Agreement, on the other hand, the provision of the Contribution Agreement shall govern and control (except in the instance of any conflict, ambiguity or inconsistency between the Contribution Agreement and the Purchase Agreement, in which case the Purchase Agreement shall govern and control); or (b) any provision of this Assignment, on the one hand, and any provision of the Purchase Agreement, on the other hand, the provision of the Purchase Agreement shall govern and

control. The Parties further acknowledge and agree that as between the Parties, in the event of any conflict, ambiguity or inconsistency between any provision of the Contribution Agreement or this Assignment, on the one hand, and any provision of any assignment, assumption, consent or similar agreement between one or more of the Parties or their respective affiliates and any third party with respect to the transactions contemplated hereby or by the Contribution Agreement, on the other hand, the applicable provision of the Contribution Agreement and this Assignment, as applicable, shall govern and control.

11. Succession and Assignment. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. No Party may assign either this Assignment or any of its rights, interests or obligations hereunder without the prior written approval of the other Party, provided that Assignee may assign this Assignment and any of its rights and obligations hereunder to any of its Affiliates without the prior written approval of Assignor. No assignment of any obligations hereunder shall relieve the Parties of any such obligations.

Signature Page to Follow

IN WITNESS WHEREOF, the Parties caused this Assignment to be duly executed as of the Effective Date.

ASSIGNOR

CAES SYSTEMS HOLDINGS LLC

DocuSigned by:
Bruce Almquist
By: _____
1806653270C048E...
Name: Bruce Almquist
Title: Vice President

ASSIGNEE

CAES SYSTEMS LLC

DocuSigned by:
Bruce Almquist
By: _____
1806653270C048E...
Name: Bruce Almquist
Title: Vice President

Appendix A

Trademark	Application Date	Application Number	Registration Date	Registration Number	Owner Name
AMBIDEXTROUS	1/11/1990	74018295	3/17/1992	1679822	CAES Systems Holdings LLC