### TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM855129

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Orion Space Solutions, LLC		11/21/2023	Limited Liability Company: COLORADO

#### **RECEIVING PARTY DATA**

Name:	Atmospheric & Space Technology Research Associates, L.L.C.		
Street Address:	14295 Park Meadow Drive, Suite 500		
City:	Chantilly		
State/Country:	VIRGINIA		
Postal Code:	20151		
Entity Type:	Limited Liability Company: TEXAS		

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	6828039	ORION SPACE SOLUTIONS

#### CORRESPONDENCE DATA

Fax Number: 2138918763

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.

Email: rhonda.deleon@lw.com **LATHAM & WATKINS LLP Correspondent Name:** Address Line 1: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071-1560

ATTORNEY DOCKET NUMBER:	071481-0013	
NAME OF SUBMITTER:	Rhonda DeLeon	
SIGNATURE:	/Rhonda DeLeon/	
DATE SIGNED:	11/21/2023	

#### **Total Attachments: 4**

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#### TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("<u>Assignment</u>") dated as of November 21, 2023, (the "<u>Effective Date</u>"), is made by and between Orion Space Solutions, LLC a Colorado limited liability company ("<u>Assignor</u>"), and Atmospheric & Space Technology Research Associates, L.L.C., a Texas limited liability company ("<u>Assignee</u>").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademarks and service marks set forth on Schedule A and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (collectively, the "<u>Trademarks</u>"), and all goodwill of the business in connection with which the Trademarks are used and that is symbolized by the Trademarks; and

WHEREAS, Assignee is desirous of acquiring any and all rights that Assignor may have in and to the Trademarks, together with the goodwill of the business in connection with which the Trademark is used and that is symbolized by such Trademarks.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Assignment and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

- 1. Assignor does hereby assign, transfer, and convey to Assignee all of Assignor's right, title, and interest in and to the Trademarks, including the registrations therefor, and all common law rights, together with the goodwill of the business in connection with which the Trademark is used and that is symbolized by the Trademark, and including without limitation Assignor's right to sue for and seek remedies against past, present, and future infringements of any or all of the foregoing and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide.
- 2. Without any additional consideration, Assignor agrees that it will execute and deliver to Assignee any documents necessary or reasonably requested by Assignee to complete the timely transfer of the Trademarks. If Assignee is unable after reasonable efforts to secure Assignor's signature to any document it is entitled to under this Section 2, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents, as its agents and attorneys-in-fact with full power of substitution to act for and on its behalf to execute and file any such document or documents and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by Assignor.
- 3. Assignor hereby authorizes the Commissioner of Patents and Trademarks in the United States Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee of all of Assignor's right, title and interest in, to and under the Trademark and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications.
- 4. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

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**IN WITNESS WHEREOF,** the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

#### **ASSIGNOR**

#### ORION SPACE SOLUTIONS, LLC

By: Atmospheric & Space Technology Research Associates, L.L.C., its managing member

By: Purchaser Newco, LLC, its managing member

By: Blocker Newco, LLC, its managing member

By: Analex Corporation, its managing member

Name: Kevin L. Kelly.

Title: President and Chief Executive Officer

#### **ASSIGNEE**

# ATMOSPHERIC & SPACE TECHNOLOGY RESEARCH ASSOCIATES, L.L.C.

By: Purchaser Newco, LLC, its managing member

By: Blocker Newco, LLC, its managing member

By: Analex Corporation, its managing member

Name: Kevin L. Kell

Title: President and Chief Executive Officer

## SCHEDULE A

Country	Trademark	App. No. App. Date	Reg. No. Reg. Date	Status	Owner
United States	ORION SPACE SOLUTIONS	88398565 23-APR-2019	6828039 23-AUG- 2022	Registered	Orion Space Solutions, LLC

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**RECORDED: 11/21/2023** 

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