# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Assignment ID: TMI171410

Stylesheet Version v1.2

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

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Electronic Warfare Associates, Inc.		04/16/2024	Corporation: VIRGINIA

# **RECEIVING PARTY DATA**

Company Name:	Corelis, Inc.	
Street Address:	13100 Alondra Blvd., Suite 102	
City:	Cerritos	
State/Country:	CALIFORNIA	
Postal Code:	90703	
Entity Type:	Corporation: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type Number		Word Mark	
Registration Number:	2773027	POWERING DSP DEVELOPMENT	

# CORRESPONDENCE DATA

Fax Number: 7144285927

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.

Phone: 7144248215

rlhudson@sheppardmullin.com,dmtmdocketing@sheppardmullin.com Email:

Mr. Carlo F. Van den Bosch **Correspondent Name:** 

Address Line 1: 650 TOWN CENTER DRIVE, 10th Floor Address Line 4: COSTA MESA, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	03HT-349403
NAME OF SUBMITTER:	Ryan Hudson
SIGNATURE:	Ryan Hudson
DATE SIGNED:	04/17/2024

### **Total Attachments: 3**

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#### TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (this "<u>Assignment</u>") is entered into and made effective on April 16, 2024, by and between Electronic Warfare Associates, Inc. ("<u>Assignor</u>"), and Corelis, Inc. ("<u>Assignee</u>").

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of April 28, 2023, by and among Assignor and Voyager Acquisition LLC (the "Purchase Agreement"), Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the names, trademarks, service marks, design marks, and logos set forth on the attached Schedule A, including any and all registered and common law rights therein (the "Trademarks");

WHEREAS, the parties wish to execute and deliver this Assignment for the purpose of assigning all of Assignor's right, title and interest in and to the Trademarks from Assignor to Assignee; and

WHEREAS, the terms of the Purchase Agreement are incorporated herein by reference and capitalized terms used herein and not otherwise defined shall have the meaning ascribed thereto in the Purchase Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Assignor does hereby irrevocably sell, convey, assign, deliver, and transfer to Assignee, its successors, assigns and legal representatives, and Assignee purchases and accepts from Assignor, all of Assignor's right, title and interest in and to the Trademarks set forth in Schedule A, including (i) all goodwill associated therewith and symbolized thereby; (ii) any and all rights of priority thereto and renewals thereof; and (iii) all causes of action related thereto, including the right to damages and profits, due or accrued, and the right to sue and recover for past, present, and future infringement, misappropriation, violation, misuse, breach or default of the foregoing. Assignor further consents to recordation of this Assignment by Assignee, including with the United States Patent and Trademark Office or other similar state or foreign office.
- 2. This Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to supersede, modify, replace, amend, rescind, waive, expand, or limit in any way the rights of the parties under, or the terms of, the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Assignment, the provisions of the Purchase Agreement shall control.
- 3. The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

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- The officer that executes this Assignment on behalf of Assignor is authorized to bind and obligate each of the entities defined herein as part of Assignor. The officer that executes this Assignment on behalf of Assignee is authorized to bind and obligate the entity defined herein as Assignee.
- Each of the parties hereto agree to cooperate and to execute and deliver to the other parties such further instruments, and to take such further actions as may be reasonably requested by such other parties to evidence and reflect the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first set forth above.

ELECTRONIC WARFARE ASSOCIATES,

Bum McNally
Name: Brian McNally
Title: Secretary

CORELIS, INC.

Wa 1. Romine Name: WARREN N. ROMINE

[Signature Page to Trademark Assignment]

# **SCHEDULE A**

# **Assigned Trademark**

Mark	Country	Serial No.	Filing Date	Registration	Registration
				No.	Date
POWERING DSP	United	76294823	August 6, 2001	2773027	October 14, 2003
DEVELOPMENT	States				

**RECORDED: 04/17/2024** 

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