

**PATENT ASSIGNMENT**

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
Name	Execution Date
Northrop Grumman Corporation	12/18/2009
<b>RECEIVING PARTY DATA</b>	
Name:	TASC, Inc
Street Address:	55 Walkers Brook Drive
City:	Reading
State/Country:	MASSACHUSETTS
Postal Code:	01867-3297
<b>PROPERTY NUMBERS Total: 2</b>	
Property Type	Number
Application Number:	11347285
Patent Number:	7558654
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Total Attachments: 1 source=12-18-09 Patent Assignment#page1.tif	

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PATENT ASSIGNMENT

This PATENT ASSIGNMENT (this "Assignment") is made and entered into, as of December 18, 2009, by and between Northrop Grumman Corporation, a Delaware corporation ("Assignor"), and TASC, Inc., a Massachusetts corporation ("Assignee") (each a "Party," and collectively, the "Parties").

1. Assignment and Transfer. Assignor hereby assigns, conveys, quitclaims and transfers to Assignee all of Assignor's right, title and interest in and to the following (collectively, the "Assigned Patents"):

U.S. Patent No. 7,558,654, entitled "Flight Operations Integrated Planning and Analysis Tool", and

U.S. Patent Application Serial No. 11/347,285, entitled "Apparatus and method for providing program protection engineering, security management, and report preparation for sensitive and classified projects", together with all Patents of the United States which may be granted thereon, including but not limited to all divisions, renewals, continuations, reissues and extensions thereof.

2. Assumption. Assignee hereby assumes all obligations, covenants, duties and liabilities, including payment of any fees required to maintain the Assigned Patent, arising from and after the date hereof.

3. Disclaimer. Assignor makes no representation or warranty, express or implied, with respect to the Assigned Patent, and Assignee shall have no recourse against Assignor therefor.

4. Governing Law and Forum. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York, applicable to contracts executed in and to be performed entirely within that state. All actions and proceedings arising out of or relating to this Assignment shall be heard and determined in any New York state or federal court sitting in the county and state of New York. The Parties hereto expressly (i) consent and agree to the exclusive jurisdiction of any such court or venue therein, (ii) waive any objection that such courts are an inconvenient forum or do not have jurisdiction over any party hereto and (iii) agree that service of process upon such party in any such action or proceeding shall be effective.

5. Counterparts. This Assignment may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first written above.

Northrop Grumman Corporation

TASC, Inc.

By: Kathleen Salmas  
Name: Kathleen Salmas  
Title: Assistant Secretary

By: Richard Robert  
Name: Richard Robert  
Title: VP, CTO

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