

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT2876412

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
NETCLARITY, INC.	05/29/2014
RECEIVING PARTY DATA	
Name:	HEXIS CYBER SOLUTIONS, INC.
Street Address:	7740 MILESTONE PARKWAY
Internal Address:	SUITE 400
City:	HANOVER
State/Country:	MARYLAND
Postal Code:	21076
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7346922
CORRESPONDENCE DATA	
Fax Number:	(410)783-3530
<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:	410-783-3522
Email:	dthomas@agtlawyers.com
Correspondent Name:	DONNA M.D. THOMAS
Address Line 1:	217 E. REDWOOD ST., 21ST FL.
Address Line 4:	BALTIMORE, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	21280.015
NAME OF SUBMITTER:	DONNA M.D. THOMAS
SIGNATURE:	/donna md thomas/
DATE SIGNED:	05/29/2014
Total Attachments: 5	
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PATENT ASSIGNMENT AGREEMENT

This Patent Assignment Agreement (this "Assignment") dated May 29, 2014, is entered into by and between NetClarity, Inc., a Delaware corporation (the "Assignor") and Hexis Cyber Solutions, Inc., a Maryland corporation (the "Assignee"), and is being delivered pursuant to that certain Asset Purchase Agreement dated May 29, 2014, by and among Assignor (as Seller), Assignee (as Purchaser), Assignee's parent corporation, The KEYW Holding Corporation, a Maryland corporation and Lisa Dutot as Seller's Representative (the "Purchase Agreement"). All capitalized terms used and not otherwise defined herein will have the respective meanings ascribed to such terms in the Purchase Agreement.

FOR GOOD AND VALUABLE CONSIDERATION as set forth in the Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor hereby sells, assigns, and transfers to Assignee the entire right, title and interest in and to each of the patents and pending patent applications as set forth in Exhibit A attached to and made a part hereof, as well as to all inventions represented thereby, and any renewals, extensions, reissues or reexaminations of those patents and any divisions, renewals, extensions, continuations or continuations-in-part of those applications and all patents resulting from any of the foregoing (collectively "Patent Rights"), and further including, in all countries, the right to claim priority based on the applications, the Patent Rights to be held and enjoyed by Assignee to the full end of the term for which those patents are granted, as fully and entirely as they could have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights of actions for past, present and future infringement thereof including the right to bring suit for any such infringement and to recover damages and other relief arising from any such infringement.

2. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and any Official of any country foreign to the United States whose duty it is to issue patents on applications as aforesaid, to record this assignment, and to issue all Letters Patents for the Patent Rights to Assignee, its successors, legal representatives and assigns, in accordance with the terms of this assignment.

3. This Assignment and the Patent Rights transferred hereby are subject to all applicable representations, warranties, covenants, agreements and indemnities set forth in the Purchase Agreement. Nothing contained in this Assignment shall supersede, modify, limit, diminish, eliminate or otherwise affect any of the representations, warranties, covenants, agreements or indemnities set forth in the Purchase Agreement. This Assignment is entered into and delivered pursuant to Sections 5.02(iii) and 5.03(iv) of the Purchase Agreement, and nothing herein shall be construed to modify, terminate or merge any rights any party thereto may have pursuant to the terms thereof. In the event of any inconsistency or conflict between the terms of the Purchase Agreement and the terms of this Assignment, the terms of the Purchase Agreement shall prevail. Assignor hereby represents and warrants that Assignor has not executed, and will not execute, any agreement, assignment, sale or Encumbrance in conflict herewith.

4. Assignor hereby further covenants and agrees that Assignor will communicate to Assignee, its successors, legal representatives and assigns, any facts and documents known to Assignor respecting the Patent Rights, and will testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain, perfect and enforce proper patent protection for the Patent Rights in all countries. Assignor hereby further agrees to provide to Assignee such reasonable cooperation and assistance (which may include, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation), as may be reasonably requested by Assignee to more fully and effectively effectuate the purposes of this Assignment.

5. All of the terms and provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the Assignor and the Assignee and their respective successors and assigns.

6. This Assignment may be executed in one or more counterparts, each of which will be deemed an original, but all such counterparts taken together will constitute one and the same agreement. Any such counterpart that may be delivered by facsimile, email or similar electronic transmission (including by way of Adobe Portable Document Format) shall be deemed the equivalent of an originally signed counterpart and shall be binding and effective and fully admissible in any enforcement proceedings regarding this Assignment.

7. The validity and construction of this agreement shall be governed by the internal laws of the state of Maryland without regard to principles of conflicts of laws that would require the application of another jurisdiction's laws. Assignor and Assignee agree that any legal action or proceeding with respect to this Assignment or for recognition and enforcement of any judgment in respect hereof brought by a party hereto or its successors or assigns shall be brought and determined in the federal or state courts of Maryland and Assignor and Assignee hereby submit with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the jurisdiction of the aforesaid courts.

[Signatures appear on the following page]

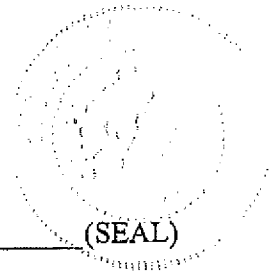
[Signature Page to Patent Assignment Agreement]

IN WITNESS WHEREOF, the undersigned have caused this Patent Assignment Agreement to be executed as of the date first written above.

ASSIGNOR:

NETCLARITY, INC.

By: 
Jason Orgill, President



ASSIGNEE:

HEXIS CYBER SOLUTIONS, INC.

By: _____ (SEAL)
Leonard E. Moodispaw,
Chief Executive Officer

[Signature Page to Patent Assignment Agreement]

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ASSIGNOR:

NETCLARITY, INC.

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Jason Orgill, President

ASSIGNEE:

HEXIS CYBER SOLUTIONS, INC.

By: Leonard E. Moodispaw (SEAL)
Leonard E. Moodispaw,
Chief Executive Officer

EXHIBIT A

Patent No. or Serial No.	Title	Country	Issued Date or Filing Date
7346922	PROACTIVE NETWORK SECURITY SYSTEM TO PROTECT AGAINST HACKERS	USA	Issued March 18, 2008